COUNTY OF LOS ANGELES
Public Health

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 MAY 26, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

May 26, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF 80 HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE DEFICIENCY SYNDROME CARE SERVICE AMENDMENTS AND TWO SOLE SOURCE AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome care service agreements to extend the terms, provide for delegated authority, and to execute two sole source agreements.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute amendments, substantially similar to Exhibit I, for 80 Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS) service agreements that increases or decreases agreement maximum obligations pursuant to the DPH-Office of AIDS Programs and Policy (OAPP) implementation of the Commission on HIV's (Commission) funding allocations, as noted on Attachment A, for a total maximum obligation of $29,866,564, fully offset by State and federal funds and net County cost, and to extend the terms as follows: 1) effective June 1, 2009 through February 28, 2010 for 22 ambulatory outpatient medical care, medical specialty, oral healthcare (dental), and data management agreements, thereafter to extend the term on a month-to-month basis through February 28, 2011; 2) effective June 1, 2009 through February 28, 2011 for 24 capacity building consulting, legal, training services, treatment education, transportation, language services and client advocacy agreements; 3) effective June 1, 2009 through March 31, 2010 for

seven peer support agreements; 4) effective September 1, 2009 through March 31, 2011 for one transitional case management agreement for youth; and 5) effective June 1, 2009 through March 31, 2011 for 26 psychosocial and transitional, case management.

2. Delegate authority to the Director of DPH, or his designee, to execute two sole source agreements with East Valley Community Health Center (EVCHC) and AltaMed Healthcare Services Corporation (AltaMed) substantially similar to Exhibit I for HIV/AIDS Oral Healthcare services, effective June 1, 2009, through February 28, 2010, thereafter to extend the term on a month-to-month basis through February 28, 2011; for a total maximum obligation of $200,000, 100 percent offset by Ryan White Program Minority AIDS Initiative (MAI) funds.

3. Delegate authority to the Director of DPH, or his designee, to execute amendments to the 82 agreements in Recommendations 1 and 2, to roll over any unspent funds, and increase or decrease each contract maximum obligation up to 35 percent, subject to review and approval by County Counsel and the Chief Executive Officer (CEO) and notification to your Board Offices.

4. Delegate authority to the Director of DPH, or his designee, to execute future amendments to Wells House Hospice and Skilled Nursing Facility (Wells House) Contract Number H-701867 and Watts Healthcare Foundation (Watts) Contract Number H-701059 to increase or decrease each contract maximum obligation up to 25 percent, subject to review and approval by County Counsel and the CEO and notification to your Board Offices.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

The recommended actions will allow DPH to: 1) amend 79 agreements, which expire on May 31, 2009 and one that expires on August 31, 2009; 2) enter into two new oral healthcare sole source agreements; 3.) delegate authority to amend the 82 agreements; and 4) establish delegated authority to amend Contract Numbers H-701867 and H-701059 with Wells House and Watts, respectively. .

Ryan White Year 19 Funding

The Los Angeles Eligible Metropolitan Area (EMA) was awarded a partial Ryan White Program Part A award on March 5, 2009, in the amount of $12,518,633. On April 21, 2009, the Los Angeles County EMA was informed of the remaining portion of the Year 19 award, $23,391,809, for a combined total of $35,910,442, which represents a 7.4 percent increase compared to the Year 18 award level. This is the second highest Part A funding level for the County in the last 13 years. Because the increased Part A award was greater than five (5) percent, the Commission must consider new allocation levels.

The approval of the 80 amendment extensions will allow OAPP to immediately invest a significant portion of the Year 19 award and continue uninterrupted critical HIV/AIDS services countywide, while the Commission finalizes the allocation of additional Part A resources. The two new oral healthcare service agreements will expand service capacity to two SPAs and allow for the investment of additional MAI funds.

Consistent with proposed Commission allocations for the increased Ryan White Program Part A award, OAPP will invest $1.55 million dollars of the increased award in Medical Outpatient Services (MOP), Medical Specialty Services (MS) and pharmacy aid (non-ADAP drugs needed by HIV-positive patients). Approximately half ($1,068,550) of the increased award available for direct services will go to providers to restore all MOP, MS and Psychiatry providers to match Year 18 funding levels. Of this, approximately $762,000 will go to community-based providers of HIV/AIDS MOP, MS, pharmacy aid and psychiatric services. Also, Department of Health Services and Department of Mental Health providers with whom DPH has Departmental Service Orders (DSOs) will receive funds totaling $306,372.

This leaves DPH's OAPP with approximately $1.0 million in additional dollars to invest. The Commission has not formally approved proposed allocations for these resources at this time, but is expected to do so within days. OAPP will allocate the resources expediently and efficiently at the first opportunity, given need and Commission allocations. The higher level of delegated authority will allow OAPP greater flexibility in augmenting existing contracts with additional resources to quickly bring resources to the residents of Los Angeles County in need of services.

Delegated Authority of 35 percent is requested to allow for the augmentation of contracts necessary as a result of the increased Part A award. Additionally, because the final Ryan White Program Part B award is not expected to be announced until early June 2009, further investments or funding adjustments may be required. This level of delegated authority will allow OAPP to quickly invest all additional resources, thereby maximizing grant funds, meeting community needs and enabling providers to expand services expeditiously.

Oral Healthcare Services Investment Strategy

Consistent with sharply increased community demand for oral healthcare services, DPH is procuring additional resources for this category, 100 percent offset by a one-time availability of increased Minority AIDS Initiative (MAI) resources. This investment is consistent with the approved plan for MAI rollover funds recommended by OAPP, endorsed by the Commission and approved by Health Resources and Services Administration (HRSA). These rollover funds must be expended by July 31, 2009.
Due to the short-term availability of these resources, DPH will use the funds to enhance allowable contract expenditures and mitigate patient dental laboratory fees incurred by providers during the Ryan White Program Year 19. This is an expedient method for

expending contract resources while enhancing patient care and provider capacity, without committing the County to engage in services that have uncertain future funding to support them. Contracts will be augmented or amended based on case load, geography, the ability to expend funds and, in one case, the ability to provide specialty services (USC School of Dentistry). Providers will include AIDS Project Los Angeles, El Proyecto del Barrio, Northeast Valley Health Corporation, St. Mary's Medical Center and the USC School of Dentistry.

Watts and Wells House

OAPP is requesting delegated authority to amend contracts for Watts and Wells House to ensure that these contracts can be adjusted based on shifts in service needs in an expeditious manner, and with all required approvals.

Sole Source Contracts

Oral Healthcare Services, (2) Sole Source Agreements

DPH seeks to enter into two sole source agreements with EVCHC and AltaMed for oral healthcare services. This will allow DPH to further increase provider capacity and expand services into SPAs 3 and 7, where DPH does not currently have funded providers and allows OAPP to invest MAI resources. This recommendation broadens the geographic reach of these services and allows the County to meet the oral health needs of a larger proportion of persons living with HIV/AIDS.

Both sole source providers have existing dental service infrastructure that allows the rapid commencement of expanded services. EVCHC and AltaMed are the only two providers in their respective SPAs who have current dental expansion capacity, have a significant number of HIV-positive clients served through their medical outpatient agreements, have complementary HIV/AIDS support services, including case management and treatment education services, and are currently funded by OAPP. Both providers will be able to accept referrals from other providers in SPAs 3 and 7, increasing the overall reach of the HIV/AIDS service system and consistent with the grant requirements of the MAI.

Oral healthcare services will be part of the Comprehensive Core Medical Services request for proposals (RFP) that is to be released in July 2009. This action will allow AltaMed and EVCHC to provide these services until the new contracts are completed.

Existing County policy and procedures require the timely submission of contracts for Board approval. This Board action was not scheduled for placement on your Board's agenda three weeks prior to its effective date as required due to OAPP's efforts to fully inform providers of its intention to align funding with current performance and client

caseload; an on-going assessment of countywide needs; a delayed award notice from HRSA; and adjustments in service category funding.

Implementation of Strategic Plan Goals

This action supports Goal 3, Community Services and Goal 4, Health and Mental Health of the County Strategic Plan by supporting community based HIV/AIDS services programs for the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

The total cost for the 80 amendments referenced under Recommendation Number 1 is $29,866,564 and is comprised of $16,795,205 in Ryan White Program Part A funding; $7,100,401 in Ryan White Program Part B funding; $712,413 in federal CDC HIV prevention funding; $141,554 in State Standard Agreement for the AIDS Drug Assistance Program funding; $2,331,559 in Ryan White MAI funding and $2,785,432 in net County cost (NCC), which is reflected in DPH-OAPP's Fiscal Year (FY) 2008-09 Final Budget and will be requested in future FYs, as necessary.

The total cost for the two sole source agreements is $200,000, 100 percent offset by Ryan White MAI funding.

Funding is included in DPH's FY 2009-10 Proposed Budget and will be requested in future Fiscal Years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Ryan White Comprehensive AIDS Resource Emergency (CARE) Act of 1990 authorizes grants for the development, coordination, and operation of effective and cost efficient agreements for persons living with HIV/AIDS. Through the CARE Act, now the Ryan White Program, there are three sources of funding for Los Angeles County: Part A and MAI funds are awarded directly to the County and administered by DPH OAPP; and Part B funds are received by the State and are "passed-through" to be administered locally by DPH OAPP. Part B funds are awarded to the Los Angeles County EMA based on a funding formula developed by the State.

On February 27, 2007, your Board approved 87 amendments and two sole source agreements for the continued provision of vital HIV/AIDS care services to extend the term for the period of March 1, 2007 through March 31, 2009, for a total maximum obligation of $53,062,572 offset by $47,131,734, in Ryan White Program Part A funds, CARE Act Part B funds, net County cost funds, California Office of AIDS funds and Centers for Disease Control and Prevention funds.

On August 14, 2007, your Board approved delegated authority to DPH to execute 31 amendments to various HIV/AIDS service providers contracted through February 28, 2008, in order to align contract obligations with the funding allocations from the Commission in March 2007.

On February 19, 2008, your Board approved 85 amendments for the continued provision of HIV/AIDS Care services to extend the term of; 1) 54 adult residential facilities agreements for the period of March 1, 2008 through February 28, 2010 for a total of $22,692,330; 2) 14 agreements for service provider networks, oral health, legal, training, and consulting services for the period of March 1, 2008 through February 28, 2009 for a total of $3,142,894; and 3) 17 agreements for ambulatory/outpatient medical specialty services, medical nutrition therapy services, treatment education services, transportation services, case management, psychosocial services, and peer support services for the period of March 1, 2008 through February 28, 2009 for a total amount of $2,072,038.

On February 24, 2009, your Board approved 77 amendments that revise agreement maximum obligations of OAPP's implementation of the Commission funding allocations for a total maximum obligation of $8,022,596, fully offset by State and federal funds and NCC. Your Board also authorized the Director of DPH to execute an amendment to an agreement with Watts in the amount of $206,648, for the provision of residential treatment services, effective upon execution by all parties, but no sooner than date of Board approval through February 28, 2010, 100 percent offset by Ryan White Program Part A funds. Your Board also approved the execution of two sole-source agreements with Center for Health Justice and Public Health Foundation Enterprise for HIV/AIDS services jail-based transitional case management services, effective April 1, 2009, through May 31, 2009, for a total maximum obligation of $36,250 100 percent offset by Ryan White Program Part B funds.

DPH's OAPP is currently developing a Comprehensive Core Medical Services (CCMS) RFP for SPAs 2 through 8 and a Comprehensive Core Medical and Support Services RFP for SPA 1. These two RFPs will include: ambulatory outpatient medical care, oral healthcare (dental), transportation (for SPA 1 only), treatment education, medical specialty, mental health psychotherapy and psychiatry, medical nutrition therapy and early intervention program services. Allowing for twelve month-to-month extensions for these categories affords DPH time to complete the solicitation process for these services.

DPH's OAPP is in the advanced developmental stages of an RFP for data management systems. Case management (psychosocial, home-based and transitional), medical case management and benefits specialty services are scheduled for competitive solicitation, following the results of the CCMS RFP. Allowing for a two-year term for these categories affords DPH OAPP time to complete the solicitation process for these services.

Attachment A provides the funding allocations for each provider, Service Planning Area served and provider performance. Attachment B is the signed sole source checklist.

Exhibits I have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECT)

Approval of these actions will allow DPH to continue to provide uninterrupted delivery of HIV/AIDS care to Los Angeles County residents.

CONCLUSION

DPH requires four signed copies of your Board's action.

Respectfully submitted,

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:rm

Attachments (3)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

	Agency and Agreement Number	YR 18 Total Allocation	Year 18 Extension Allocation (2 or 3 months)	Year 19 Remainder Allocation (9 or 10 months)	Year 19 Total Allocation	Year 20 Total Allocation	SPA	Supervisorial District	Performance as of September 30, 2008
	AMBULATORY/OUTPATIENT MEDICAL SERVICES - PART A , MAI, NCC & State Office of AIDS (ADAP) Term: 6/1/09 - 2/28/10								
1	AIDS Healthcare Foundation H-209006	$ 7,892,627	$ 1,973,157	$ 6,078,616	$ 8,051,773	N/A	1-8	1-5	Meeting some goals.
2	AIDS Healthcare Foundation (CHAIN) H-209007	$ 523,724	$ 130,931	$ 392,793	$ 523,724	N/A	1-8	1-5	Exceeding goals.
3	AltaMed Health Services H-209203	$ 1,681,295	$ 420,324	$ 1,285,560	$ 1,705,884	N/A	3,7	1	Meeting some goals.
4	Children's Hospital Los Angeles H-209022	$ 144,141	$ 36,035	$ 116,846	$ 152,881	N/A	4	3	Meeting some goals.
5	City of Long Beach H-209210	$ 100,309	$ 25,077	$ 88,714	$ 113,791	N/A	8	4	Exceeding goals.
6	City of Pasadena H-209212	$ 1,028,454	$ 257,114	$ 780,530	$ 1,037,644	N/A	3	1	Meeting goals.
7	El Proyecto del Barrio H-209031	$ 344,171	$ 86,043	$ 266,868	$ 352,911	N/A	2	3	Exceeding goals.
8	East Valley Community Health Center H-209088	$ 591,019	$ 147,755	$ 457,221	$ 604,976	N/A	3	1	Meeting goals.
9	Long Beach Memorial Miller Medical Center H-209237	$ 220,236	$ 55,059	$ 207,417	$ 262,476	N/A	8	4	Meeting goals.
10	Los Angeles Gay & Lesbian Community Service Center H-209013	$ 3,250,076	$ 812,519	$ 2,499,199	$ 3,311,718	N/A	4	3	Meeting some goals.
11	Northeast Valley Health Corporation H-209011	$ 50,495	$ 12,624	$ 37,871	$ 50,495	N/A	2	3	Meeting goals.
12	Northeast Valley Health Corporation H-209014	$ 723,983	$ 180,996	$ 604,408	$ 785,404	N/A	2	3	Meeting some goals.
13	St. Mary Medical Center H-209015	$ 1,295,975	$ 323,994	$ 1,047,435	$ 1,371,429	N/A	8	4	Exceeding goals.
14	Tarzana Treatment Center H-209018	$ 189,574	$ 47,394	$ 178,607	$ 226,001	N/A	2	3	Meeting some goals.
15	T.H.E. Clinic, Inc. H-209012	$ 337,194	$ 84,299	$ 283,665	$ 367,964	N/A	6	2	Exceeding goals.
16	The Catalyst Foundation H-300152	$ 756	$ 15,789	$ 31,767	$ 47,556	N/A	1	5	Exceeding goals.
17	Valley Community Clinic H-209017	$ 63,112	$ 15,778	$ 90,972	$ 106,750	N/A	2	3	Exceeding goals.
18	Watts Healthcare Corporation H-209575	$ 153,789	$ 38,447	$ 124,082	$ 162,529	N/A	6	2	Exceeding goals.
	Total	**$ 18,590,930**	**$ 4,663,335**	**$ 14,572,571**	**$ 19,235,906**	$ -			

	Agency and Agreement Number	YR 18 Total Allocation	Year 18 Extension Allocation (2 or 3 months)	Year 19 Remainder Allocation (9 or 10 months)	Year 19 Total Allocation	Year 20 Total Allocation	SPA	Supervisorial District	Performance as of September 30, 2008
	CASE MANAGEMENT, PSYCHOSOCIAL - PART B & MAI Term1: 6/1/09 - 3/31/10 – Term 2: 4/1/10 - 3/31/11								
19	AIDS Project Los Angeles H-210849	$ 454,094	$ 113,774	$ 406,353	$ 520,127	$ 474,786	4	2	Exceeding goals.
20	AIDS Service Center H-210789	$ 285,404	$ 71,351	$ 207,530	$ 278,881	$ 258,128	3,4	1,3,5	Meeting some goals.
21	AltaMed Health Services Corporation H-206921	$ 36,000	$ 9,000	$ 134,911	$ 143,911	$ 130,420	7	1	Exceeding goals.
22	Bienestar Human Services, Inc. H-210867	$ 432,682	$ 108,171	$ 154,978	$ 263,149	$ 247,651	4,7	1,3	Meeting goals.
23	Charles R. Drew University H-210838	$ 217,678	$ 54,420	$ 160,970	$ 215,390	$ 199,293	6	2	Exceeding goals.
24	City of Long Beach H-210813	$ 216,928	$ 54,232	$ 206,769	$ 261,001	$ 240,324	8	4	Meeting some goals.
25	Common Ground - The Westside HIV Community Center H-210820	$ 149,789	$ 37,447	$ 129,354	$ 166,801	$ 153,866	5	3	Exceeding goals.
26	East Valley Community Health Center H-210825	$ 100,000	$ 25,000	$ 99,222	$ 124,222	$ 114,300	3	5	Meeting goals.
27	Foothill AIDS Project H-207273	$ 46,000	$ 18,250	$ 54,620	$ 72,870	$ 67,408	3	5	Exceeding goals.
28	JWCH Institute, Inc. H-210816	$ 94,000	$ 23,500	$ 91,120	$ 114,620	$ 105,508	4	3	Meeting goals.
29	Long Beach Memorial Miller Medical Center H-209233	$ 29,987	$ 7,497	$ 113,786	$ 121,283	$ 109,904	8	4	Meeting some goals.
30	Minority AIDS Project H-210837	$ 178,136	$ 44,534	$ 193,121	$ 237,655	$ 218,343	6	2	Meeting some goals.
31	Northeast Valley Health Corporation H-208023	$ 37,016	$ 9,254	$ 38,564	$ 47,818	$ 43,962	2	3	Exceeding goals.
32	Public Health Foundation Enterprises H-208541	$ 340,555	$ 85,139	$ 76,363	$ 161,502	$ 153,866	1-8	1-5	Meeting goals.
33	South Bay Family Healthcare Center H-210793	$ 226,677	$ 56,669	$ 109,624	$ 166,293	$ 155,331	8	4	Exceeding goals.
34	Special Services for Groups H-210812	$ 60,778	$ 15,195	$ 82,438	$ 97,633	$ 89,389	4	3	Exceeding goals.
35	St. Mary Medical Center H-210846	$ 145,143	$ -	$ 205,557	$ 205,557	$ 239,001	8	4	Exceeding goals.
36	Tarzana Treatment Center, Inc. H-210795	$ 479,728	$ 107,536	$ 424,338	$ 531,874	$ 489,440	2	3	Meeting goals.
37	Watts Healthcare Corporation H-210822	$ 96,668	$ 24,167	$ 38,277	$ 62,444	$ 58,616	6	2	Meeting some goals.
38	Whittier Rio Hondo AIDS Project H-300112	$ 98,100	$ 24,525	$ 68,814	$ 93,339	$ 86,458	7	4	Meeting goals.
	Total	$ 3,725,363	$ 889,661	$ 2,996,709	$ 3,886,370	$ 3,635,994			

	Agency and Agreement Number	YR 18 Total Allocation	Year 18 Extension Allocation (2 or 3 months)	Year 19 Remainder Allocation (9 or 10 months)	Year 19 Total Allocation	Year 20 Total Allocation	SPA	Supervisorial District	Performance as of September 30, 2008
	CASE MANAGEMENT, TRANSITIONAL - PART B & MAI								
	Term1: 6/1/09 - 3/31/10 -- Term 2: 4/1/10 - 3/31/11								
39	Children's Hospital Los Angeles H-210841	$ 93,235	$ 23,309	$ 55,473	$ 78,782	$ 73,235	4	3	Meeting some goals.
40	Minority AIDS Project H-300113	$ 84,990	$ 21,248	$ 70,824	$ 92,072	$ 84,990	1-8	1-5	Meeting some goals.
41	JWCH Institute, Inc. H-300114	$ 89,463	$ 22,366	$ 74,552	$ 96,918	$ 89,463	1-8	1-5	Meeting goals.
42	Tarzana Treatment Center, Inc. H-300127	$ 148,635	$ 49,555	$ 165,182	$ 214,737	$ 198,219	1-8	1-5	Exceeding goals.
43	Center for Health Justice PH-Pending	$ -	$ 18,750	$ 62,500	$ 81,250	$ 75,000	1-8	1-5	N/A
44	Public Health Foundation Enterprises PH-Pending	$ -	$ 17,500	$ 136,111	$ 153,611	$ 140,000	1-8	1-5	N/A
	Total	**$ 416,323**	**$ 152,728**	**$ 564,642**	**$ 717,370**	**$ 660,907**			
	CLIENT ADVOCACY - CDC & NCC								
	Term1: 6/1/09 - 2/28/10 -- Term 2: 3/1/10 - 2/28/11								
45	AIDS Project Los Angeles H700937	$ 242,759	$ 60,690	$ 182,069	$ 242,759	$ 242,759	1-8	1-5	Meeting goals.
	Total	**$ 242,759**	**$ 60,690**	**$ 182,069**	**$ 242,759**	**$ 242,759**			
	CONSULTING - CDC & NCC								
	Term 1: 6/1/09 - 2/28/10 -- Term 2: 3/1/10 - 2/28/11								
46	Nunn Consulting, Inc. H-701011	$ 800,000	$ 200,000	$ 400,000	$ 600,000	$ 600,000	1-8	1-5	Meeting goals.
	Total	**$ 800,000**	**$ 200,000**	**$ 400,000**	**$ 600,000**	**$ 600,000**			
	DATA MANAGEMENT - NCC								
	Term: 6/1/09 - 2/28/10								
47	Automated Case Management Systems, Inc. H-204251	$ 600,000	$ 150,000	$ 350,000	$ 500,000	N/A	1-8	1-5	Meeting most goals.
	Total	**$ 600,000**	**$ 150,000**	**$ 350,000**	**$ 500,000**	**$ -**			
	LANGUAGE - NCC								
	Term1: 6/1/09 - 2/28/10 -- Term 2: 3/1/10 - 2/28/11								
48	Greater Los Angeles Agency on Deafness H-700266	$ 28,892	$ 7,223	$ 15,891	$ 23,114	$ 23,114	1-8	1-5	Meeting some goals.
49	Special Service for Groups H-700254	$ 203,802	$ 50,951	$ 158,629	$ 209,580	$ 209,580	1-8	1-5	Meeting goals.
	Total	**$ 232,694**	**$ 58,174**	**$ 174,520**	**$ 232,694**	**$ 232,694**			
	LEGAL - NCC								
	Term 1: 6/1/09 - 2/28/10 -- Term 2: 3/1/10 - 2/28/11								
50	HIV/AIDS Legal Services Alliance (HALSA) H-700230	$ 370,433	$ 92,608	$ 277,825	$ 370,433 $ 1	$ 370,433	1-8	1-5	Exceeding goals.
	Total	**$ 370,433**	**$ 92,608**	**$ 277,825**	**$ 370,434**	**$ 370,433**			

	Agency and Agreement Number	YR 18 Total Allocation	Year 18 Extension Allocation (2 or 3 months)	Year 19 Remainder Allocation (9 or 10 months)	Year 19 Total Allocation	Year 20 Total Allocation	SPA	Supervisorial District	Performance as of September 30, 2008
	ORAL HEALTH - PART A & MAI								
	Term: 6/1/09 - 2/28/10								
51	AIDS Project Los Angeles H-204505	$ 870,079	$ 217,520	$ 652,559	$ 870,079	N/A	4	3	Exceeding goals.
52	AltaMed Health Services PH-Pending	$ -	$ -	$ 100,000	$ 100,000	N/A	3,7	1	N/A
53	East Valley Health Corporation PH-Pending	$ -	$ -	$ 100,000	$ 100,000	N/A	3	5	N/A
54	Northeast Valley Health Corporation H-204507	$ 112,655	$ 28,164	$ 84,491	$ 112,655	N/A	2	3	Meeting goals.
55	USC School of Dentistry H-204756	$ 119,663	$ 29,916	$ 145,144	$ 175,060	N/A	6	2	Exceeding goals.
	Total	**$ 1,102,397**	**$ 275,600**	**$ 1,082,194**	**$ 1,357,794**	$ -			
	TRANSPORTATION - PART A								
	Term 1: 6/1/09 - 2/28/10 -- Term 2: 3/1/10 - 2/28/11								
56	Administrative Services Co-op* H-208412	$ 38,868	$ 9,717	$ 29,151	$ 38,868	$ 38,868	8	4	Fee-for-Service. *The sum of money allocated is an estimate based on prior year's expenditures.
57	Independent Taxi Owners Association* H-208020	$ 144,032	$ 36,008	$ 108,024	$ 144,032	$ 144,032	1-8	1-5	Fee-for-Service. *The sum of money allocated is an estimate based on prior year's expenditures.
58	San Gabriel Transit* H-208019	$ 47,844	$ 11,961	$ 35,883	$ 47,844	$ 47,844	3	1-5	Fee-for-Service. *The sum of money allocated is an estimate based on prior year's expenditures.
59	United Independent Tax Drivers* H-208018	$ 128,865	$ 32,216	$ 96,649	$ 128,865	$ 128,865	1-8	1-5	Fee-for-Service. *The sum of money allocated is an estimate based on prior year's expenditures.
	Total**	**$ 359,609**	**$ 89,902**	**$ 269,707**	**$ 359,609**	**$ 359,609**	**Total term maximum obligation available for service category		
	TRAINING - NCC								
	Term 1: 6/1/09 - 2/28/10 -- Term 2: 3/1/10 - 2/28/11								
60	Prototypes, A Center for Innovation in Health, Mental Health and Social Services H-206227	$ 168,881	$ 42,220	$ 126,661	$ 168,881	$ 168,881	1-8	1-5	Meeting goals.
	Total	**$ 168,881**	**$ 42,220**	**$ 126,661**	**$ 168,881**	**$ 168,881**			
	TREATMENT EDUCATION - PART A & NCC								
	Term1: 6/1/09 - 2/28/10 -- Term 2: 3/1/10 -2/28/11								
61	AIDS Healthcare Foundation H-209643	$ 59,008	$ 9,835	$ 44,256	$ 54,091	$ 59,008	5	3	Meeting goals.
62	AIDS Project Los Angeles H-209099	$ 97,631	$ 16,272	$ 78,404	$ 94,676	$ 103,388	4	2	Exceeding goals.
63	AIDS Service Center, Inc. H-209089	$ 133,517	$ 22,253	$ 100,138	$ 122,391	$ 133,517	2,3,7	3,5	Meeting some goals.
64	AltaMed Health Services Corporation H-209874	$ 53,749	$ 8,958	$ 40,312	$ 49,270	$ 53,749	3,7	1	Exceeding goals.
65	Bienestar Human Services, Inc. H-207251	$ 217,831	$ 36,305	$ 163,373	$ 199,678	$ 217,831	2,3,4,7	1,3	Exceeding goals.
66	Charles R. Drew University of Medicine and Science H-209810	$ 75,249	$ 12,542	$ 56,436	$ 68,978	$ 75,249	6,8	2,4	Meeting some goals.
67	City of Long Beach H-209912	$ 53,036	$ 8,839	$ 39,777	$ 48,616	$ 53,036	8	4	Exceeding goals.
68	Center for Health Justice H-207986	$ 60,000	$ 10,000	$ 45,000	$ 55,000	$ 60,000	4	1	Exceeding goals.

	Agency and Agreement Number	YR 18 Total Allocation	Year 18 Extension Allocation (2 or 3 months)	Year 19 Remainder Allocation (9 or 10 months)	Year 19 Total Allocation	Year 20 Total Allocation	SPA	Supervisorial District	Performance as of September 30, 2008
69	Common Ground - The Westside HIV Community Center H-210081	$ 43,105	$ 7,184	$ 32,329	$ 39,513	$ 43,105	5	3	Exceeding goals.
70	Los Angeles Centers for Alcohol and Drug Abuse H-300024	$ 50,000	$ 8,333	$ 37,500	$ 45,833	$ 50,000	7	4	Meeting goals.
71	Minority AIDS Project H-212062	$ 120,000	$ 20,000	$ 90,000	$ 110,000	$ 120,000	6	2	Exceeding goals.
72	Special Service for Groups H-209094	$ 78,441	$ 13,074	$ 58,830	$ 71,904	$ 78,441	4	1	Meeting goals.
73	Tarzana Treatment Center H-209078	$ 126,725	$ 21,121	$ 95,044	$ 116,165	$ 126,725	2,8	3,4	Exceeding goals.
74	Women Alive Coalition H-209090	$ 122,874	$ 20,479	$ 92,156	$ 112,635	$ 122,874	2,4,6,7,8	1,2,3,4	Meeting some goals.
	Total	$ 1,291,166	$ 215,195	$ 973,555	$ 1,188,750	$ 1,296,923			
	PEER SUPPORT - NCC								
	Term: 6/1/09 - 3/31/10								
75	AIDS Project Los Angeles H-700260	$ 53,865	$ 8,978	$ 44,887	$ 53,865	N/A	1-8	1-5	Meeting goals.
76	Being Alive: People with HIV/AIDS Action Coalition H700252	$ 53,771	$ 8,962	$ 64,809	$ 73,771	N/A	1-8	1-5	Meeting goals.
77	Bienestar Human Services, Inc. H700280	$ 111,767	$ 18,628	$ 93,139	$ 111,767	N/A	1-8	1-5	Meeting goals.
78	Charles R. Drew Univ. of Medicine & Science H-700253	$ 47,117	$ 7,853	$ 39,264	$ 47,117	N/A	1-8	1-5	Meeting goals.
79	St. Mary Medical Center H-700236	$ 109,530	$ 18,255	$ 91,275	$ 109,530	N/A	8	4	Exceeding goals.
80	Tarzana Treatment Center H-700268	$ 53,853	$ 8,976	$ 44,877	$ 53,853	N/A	1-8	1-5	Meeting goals.
81	Women Alive Coalition H-700248	$ 46,592	$ 7,765	$ 38,827	$ 46,592	N/A	1-8	1-5	Meeting goals.
	Total	$ 476,495	$ 79,417	$ 417,078	$ 496,495	$ -			
	CASE MANAGEMENT, TRANSITIONAL - Part B								
	Term 1: 9/1/09 - 3/31/10 – Term 2: 4/1/10 - 3/31/11								
82	AltaMed Health Services Corporation H-701226	$ 46,250	$ -	$ 40,833	$ 40,833	$ 70,000	3,7	1	Meeting goals.
	Total	$ 46,250	$ -	$ 40,833	$ 40,833	$ 70,000			
	GRAND TOTAL	$ 28,423,300	$ 6,969,530	$ 22,426,364	$ 29,397,895	$ 7,638,200			

YR 19	YR 20
$22,428,364	$ 7,638,200
$ 30,066,564	

ATTACHMENT B

SOLE SOURCE CHECKLIST

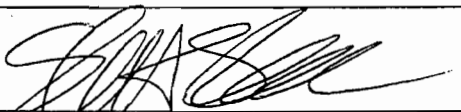
Check (√)	**JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES** ***Identify applicable justification and provide documentation for each checked item.***
	➢ Only one bona fide source for the service exists; performance and price competition are not available.
√	➢ Quick action is required (emergency situation)
	➢ Proposals have been solicited but no satisfactory proposals were received.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➢ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
√	➢ Other reason. Please explain: Both sole source providers have existing dental service infrastructure that allows the rapid commencement of expanded services and are the only two providers in their SPAs who have dental the capacity to see the significant number of HIV-positive clients.
	 5/14/09 Deputy Chief Executive Officer, CEO Date

Exhibit I
Contract No. H ENTER NUMBER

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
AMBULATORY/OUTPATIENT MEDICAL SERVICES AGREEMENT**

Amendment Number ENTER NUMBER

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and ENTER AGENCY NAME (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) AMBULATORY/OUTPATIENT MEDICAL SERVICES AGREEMENT", dated ENTER AGREEMENT EFFECTIVE DATE, and further identified as Agreement No. H-ENTER CONTRACT NUMBER, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on ENTER START DATE.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on ENTER

AGREEMENT INTIAL EFFECTIVE DATE and continue in full force and effect through ENTER TERM END DATE, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits ENTER EXHIBIT LETTERS, attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph ENTER LETTER, shall be added to Agreement as follows:

"ENTER LETTER. During the period of ENTER AMENDMENT TERM START DATE through ENTER AMENDMENT TERM END DATE, the maximum obligation of County for all services provided hereunder shall not exceed ENTER ALLOCATION AMOUNT IN WORDS Dollars ($ENTER ALLOCATION NUMERICAL AMOUNT). Such maximum obligation is comprised entirely of ENTER FUNDING SOURCE(S). This sum represents the total maximum obligation of County as shown in Schedules ENTER SCHEDULE NUMBERS, attached hereto and incorporated herein by reference."

5. Paragraph 5, ADDITIONAL PROVISION, attached hereto and incorporated herein by reference, is an updated document labeled "ADDITIONAL PROVISION". The terms and conditions therein contained are part of this Agreement.

6. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedules ENTER SCHEDULE NUMBERS, and the FEE-FOR-SERVICE and COST REIMBURSEMENT Paragraphs of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

7. Paragraph 12, RYAN WHITE PROGRAM GRIEVANCE PROCEDURES, shall be added to this Agreement to read as follows:

"12. RYAN WHITE PROGRAM GRIEVANCE PROCEDURES: Contractor shall comply with provisions of Section 2602 (c)(2) of the "Ryan White Treatment Modernization Act of 2006", incorporated into this Agreement as Exhibit ENTER EXHIBIT LETTER. Contractor shall be responsible for developing and implementing grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model grievance procedures developed by Health Resources and Services Administration (HRSA), which address grievances with respect to Ryan White Program funds. Fees related to the arbitration process are documented in Exhibit ENTER EXHIBIT LETTER. Contractor agrees to abide by this fee schedule. This grievance procedure shall be submitted to OAPP within thirty (30) days of the execution of this Agreement for review and approval. Exhibits ENTER EXHIBIT LETTERS, SCOPES OF WORK FOR HIV/AIDS

AMBULATORY/OUTPATIENT MEDICAL SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

8. Schedules ENTER SCHEDULE NUMBERS, BUDGETS FOR HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, are attached to this Amendment and incorporated in Agreement by reference.

9. Effective as of ENTER START DATE, wherever in the Agreement it states County's "Department of Health Services" shall now read County's "Department of Public Health."

10. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles

has caused this Amendment to be subscribed by its Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

ENTER AGENCY NAME
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary Izumi, Chief Contracts and Grants

EXHIBIT ENTER EXHIBIT LETTER

ENTER AGENCY NAME

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL**

1. DESCRIPTION:

A. Immune deficiency caused by the Human Immunodeficiency Virus (HIV) is a spectrum of disease which ranges from asymptomatic HIV disease to Acquired Immune Deficiency Syndrome (AIDS) as defined by the Federal Centers for Disease Control and Prevention (CDC).

B. HIV/AIDS ambulatory/outpatient medical (AOM) services are up-to-date educational, preventive, diagnostic, and therapeutic medical services provided by licensed health care professionals with requisite training in HIV/AIDS. Such services shall include HIV/AIDS ambulatory/outpatient medical care for persons throughout the entire continuum of HIV disease.

The primary purposes of HIV/AIDS ambulatory/outpatient medical services are to interrupt or delay the progression of HIV disease, prevent and treat opportunistic infections, and promote optimal health. The secondary purpose is to interrupt the further transmission of HIV infection by providing the background for appropriate behavioral change.

These services shall be provided within a facility licensed and Medi-Cal certified by the California Health and Human Services Agency (CHHS) and in accordance with current Federal and State standards for such facilities.

Contractor shall demonstrate cultural and linguistic competency in services provided to a target population. Translation/Language Interpreters Federal and State language access laws (Title VI of the Civil Rights Act of 1964 and California's 1973 Dymally-Alatorre Bilingual Services Act) require health care facilities that receive Federal or State funding to provide competent interpretation services to limited English proficiency (LEP) patients at no cost, in order to ensure equal and meaningful access to health care services.

C. New Client/Patient: A "new client/patient" is defined as a client who is receiving ambulatory/outpatient medical services for the first time through this Contractor. A client is only considered new once under an agency's service category.

D. Unduplicated Client/Patient: An "unduplicated client" is defined as any new, returning or continuing client who has received services in the reporting period of ENTER TERM START DATE through ENTER TERM END DATE. The client is only counted once, regardless of how many times that client receives services in the reporting period.

E. Licensed, Primary Health Care Professional: For purposes of this Agreement, a licensed, primary health care professional is defined as a physician, physician assistant, and/or nurse practitioner providing primary HIV/AIDS medical care. Such persons shall be licensed to practice by the State of California.

F. Medical Visit: A medical visit is defined as a face-to-face encounter between a client and a licensed, primary health care professional which involves the following seven components: (1) history; (2) examination; (3) medical decision making; (4) counseling; (5) coordination of care; (6) nature of presenting problem; and (7) time. These components are based on the *Physicians' Current Procedural Terminology* (CPT).

The first three (3) of these components (history, examination, and medical decision making) plus time are the key components in determining the level of evaluation and management services as they relate to the appropriate CPT code describing the service provided. These key components are required at every encounter to qualify as a medical visit. The remaining components (counseling, coordination and nature of presenting problem) are considered contributory factors. Although these factors are important, it is not required that these services be provided at every encounter to qualify as a medical visit.

At a minimum, a medical visit for a new client shall include a detailed history, detailed examination and medical decision of low complexity.

At a minimum, a medical visit for a returning client shall include a problem focused history, problem focused examination, and straightforward medical decision making. Without a face-to-face encounter between a licensed, primary health care professional and a client involving the aforementioned evaluation, diagnostic, and treatment components, procedures such as drawing blood,

collecting specimens, performing laboratory tests, taking x-rays, and/or filling or dispensing prescriptions, shall not constitute a separate medical visit.

G. Counseling: Counseling is a discussion with a client/patient and/or family concerning one or more of the following areas: (1) diagnostic results, impressions, and/or recommended diagnostic studies; (2) prognosis; (3) risks and benefits of treatment options; (4) instructions for management (treatment) and/or follow-up; (5) risk factor reduction; and (6) client/patient and family education. All counseling provided shall be documented in the unit record.

H. Nurse Case Management Visit: A nurse case management visit is defined as a face-to-face encounter between the registered nurse and client involving such activities as nursing assessment; triage; counseling; education; interim follow-up requiring professional skilled nursing, but not requiring that the client be seen by a primary health care professional; referral linkage and coordination of care.

2. PERSONS TO BE SERVED: HIV/AIDS ambulatory/outpatient medical services shall be provided to individuals meeting Ryan White eligibility requirements with HIV disease or AIDS residing within Los Angeles County. Residents of the enter target population are the primary target population(s) to be served hereunder in accordance with Attachment 1, "Service Delivery Specifications", attached hereto and incorporated herein by reference.

Contractor shall provide HIV/AIDS ambulatory/outpatient medical services for a minimum of ENTER NUMBER OF CLIENT IN WORDS (ENTER NUMERICAL CLIENT)

unduplicated clients. Contractor shall provide a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) medical visits.

3. CLIENT/PATIENT ELIGIBILITY: Contractor shall ensure that HIV infection is confirmed for all clients by an accepted laboratory diagnostic test. Such confirmation shall be documented in each client's medical record.

Contractor shall be responsible for developing and implementing client/patient eligibility criteria. Such criteria shall include clients' HIV status, residency in Los Angeles County and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to clients who live at or below one hundred percent (100%) of the Federal poverty level and who have the greatest need for ambulatory/outpatient medical services.

B. Clients who live above one hundred percent (100%) of the Federal poverty level may also be eligible for services. This is dependent upon the threshold for eligibility as determined by the annual priority and allocation decisions.

C. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

4. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (Ryan White Program) which is entitled "Requirements

Regarding Imposition of Charges for Services", incorporated into this Agreement as Exhibit **ENTER EXHIBIT LETTER**.

Contractor shall be responsible for developing and implementing a client/patient fee system. This fee system shall be submitted to OAPP within thirty (30) days of the execution of this Agreement for review and approval. Such system shall include, but not be limited to, the following components: (A) procedures and forms used in financial screening of clients; (B) schedule of fees; (C) procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other private insurance; (D) financial screening for the California Department of Public Health (CDPH), Office of AIDS (OA) ADAP; (E) description of mechanism or procedures used in assisting clients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and (F) the frequency intervals of subsequent client financial screenings.

Notwithstanding any other provisions of this Paragraph, Contractor shall pursue funding from public assistance, entitlement programs, and other health insurance programs for which each client/patient may be eligible.

5. SERVICE DELIVERY SITES: During each period of this Agreement, Contractor's facilities where services are to be provided hereunder are located at: ENTER SERVICE DELIVERY SITE ADDRESS(ES).

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

6. SERVICES TO BE PROVIDED/STANDARDS OF CARE: During each term of this Agreement, Contractor shall provide comprehensive, up-to-date HIV/AIDS ambulatory/outpatient medical services to eligible clients. Such services shall be client-centered and in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, current medical and nursing practice in the field of HIV/AIDS based on Department of Health and Human Services' Guidelines for the Use of Antiretroviral Agents in HIV-1-Infected Adults and Adolescents (January 29, 2008 and MMWR April 14, 2007), CDC's Sexually Transmitted Disease Treatment Guidelines, 2006, Guidelines for Prevention and Treatment of Opportunistic Infections in Adults and Adolescents (June 18, 2008), Journal for Medical Association's (JAMA), Antiretroviral Treatment of Adult HIV-1 Infection (August 8, 2008), and Incorporating HIV Prevention into the Medical Care of Persons Living with HIV (MMWR, July 18, 2003) as they currently exist or as they are updated in the future, the terms of this Agreement, and in accordance with the Resistance Testing Program Protocol (June 2002) as developed by, and provided to Contractor by OAPP. As a component of care, Contractor shall demonstrate targeted cultural sensitivity and linguistic competency in providing services.

HIV/AIDS ambulatory/outpatient medical services shall be provided by a multidisciplinary team. The core team shall consist of a primary care provider at the

level of a State of California licensed physician, nurse practitioner, and/or physician's assistant; a medical social worker and a registered nurse. The expanded team will include a registered dietitian, health educator, treatment educator/advocate, and/or other ancillary support service providers on formal coordination of these services.

Contractor's health care providers shall maintain their knowledge and skill levels up-to-date in accordance with the rapidly expanding information and changes in prevention and treatment approaches in the HIV field. The clinical care of persons with HIV/AIDS requires clinicians with specialized expertise in the practice of HIV medicine. Knowledge about the clinical management of HIV infection has rapidly evolved requiring frequent changes in state of the art practice and the integration of evidence based advances into routine care for persons living with HIV.

The medical provider shall have extensive clinical care experience with knowledge of direct management of antiretroviral therapy along with significant diagnostic and therapeutic experience in the ambulatory care of the HIV infected patient. The medical provider's experience and training must be consistent with Exhibit **ENTER EXHIBIT LETTER**.

HIV/AIDS services which are funded under separate categories such as psychosocial case management, transitional case management, mental health care, treatment education, child care, home health, dental, and legal services are not reimbursable under this Agreement for HIV/AIDS ambulatory/outpatient medical services. Therefore, it is important that Contractor collaborate with other providers for

these needed HIV/AIDS services for its clients, especially if Contractor does not itself have these programs available.

Services to be provided shall include, but not be limited to:

A. Promoting the availability of HIV/AIDS ambulatory/outpatient medical services to target population, professional communities and other HIV/AIDS services providers;

B. Collaborating with providers of other HIV/AIDS services such as case management, mental health, treatment education, and child care. Contractor is strongly encouraged to establish communication and implement formal relationships with providers of these other HIV/AIDS service modalities to better meet the needs of its clients without duplication of services. This may entail such approaches as staff from other HIV/AIDS service agencies providing their respective services on-site at the ambulatory/outpatient medical clinic and becoming part of the multidisciplinary team.

C. Providing primary HIV medical care which documents in the medical record, at a minimum, the following:

(1) Medical evaluation, including history and physical examination, diagnosis and treatment;

(2) Oral examination including careful inspection and/or palpation of: lips, soft palate and orophraynx, buccal mucosa, salivary glands, tongue, teeth and gingiva;

(3) Client counseling about diagnosis, prognosis, treatment options, risks and benefits of treatment, instructions about treatment, prevention, risk factor reduction, and client and family education;

(4) Regular health maintenance at appropriate intervals depending on health status or disease progression;

(5) Routine chest x-ray for detection of asymptomatic tuberculosis (TB) and as a baseline;

(6) Gynecologic evaluation with pelvic examination and PAP smear at baseline, repeated in six (6) months and annually thereafter;

(7) Age appropriate immunizations;

(8) Managing antiretroviral drugs, protease inhibitors, and any other HIV pharmacological treatments which may be developed and approved through the Federal Food and Drug Administration for use in the treatment of persons with HIV disease;

(9) Providing client counseling about issues such as compliance, drug interaction, and drug side effects which may arise with the use of antiretroviral drugs, protease inhibitors, and other medications.

(10) Maintenance of optimal health of clients with chronic illness;

(11) Prevention of disability and disease through detection, education, prophylaxis, and preventive treatment; and

(12) Screening by the primary care provider for nutrition related problems with a new diagnosis, with any status change such as but not

limited to the following conditions: (a) physical changes and weight concerns, (b) oral/GI symptoms, (c) metabolic complications and other medical conditions (diabetes, hyperlipidemia, hypertension, pregnancy, etc.), (d) barriers to nutrition, living environment, functional status, (e) behavioral concerns or unusual eating behaviors, and (f) change in diagnosis and at least every twelve (12) months, with appropriate referral to a registered dietitian.

(13) Referral to a registered dietitian for baseline medical nutrition therapy within six (6) months after an HIV positive diagnosis.

(14) Referrals to medical subspecialty care when appropriate.

D. Providing primary HIV nursing care performed by a registered nurse which shall include, but not be limited to: (1) nursing assessment, evaluation, and follow-up; (2) triage, when appropriate; (3) consultation and ongoing communication with the primary health care professional about the client and any changes in client's condition, situation, nursing needs, and needs/status relating to medical and support services; (4) client counseling; (5) client and family education; (6) administering and supervising intravenous therapy including chemotherapy; (7) provision of those services which require substantial specialized nursing skill; (8) initiation of appropriate preventive nursing procedures; and (9) coordination of other services to assist in the medical management of client.

E. Ensuring that women of the reproductive age shall receive the following at initial visit and then every six months at a minimum.

(1) Contraceptive counseling;

(2) Discussion of risk associated with perinatal HIV transmission;

(3) Information about the availability of

(a) Antiretroviral therapy for treatment of HIV to prevent perinatal HIV transmission;

(b) Psycho-social support;

(c) HIV counseling and testing for other family members and social network/affiliates;

(d) HIV Specialized Care Center that provides family-centered care, including prenatal, obstetric, perinatal and pediatric services for women and their family members who test positive.

F. Immediately consulting with an HIV Specialized Perinatal Care Center for interim management and referral of the HIV-infected pregnant woman to a Center within her geographic area if the provider has limited expertise in maternal-pediatric HIV care. Such referral shall be made within six (6) weeks and/or by the end of first trimester of pregnancy.

(1) An HIV Specialized Perinatal Care Center shall include the following minimum requirements:

(a) Fully developed therapeutic guidelines for antiretroviral therapy, prevention of perinatal transmission, and the prophylaxis

and treatment of opportunistic infections that are updated, as new information is available;

(b) Family-Centered Care, integrated to include adult, pediatric, obstetric and gynecologic providers who can provide from primary to tertiary care for all aspects of HIV infection;

(c) A family-centered model of care including culturally competent and bilingual staff as needed;

(d) A case management model with a team of providers, to include: physicians, nurses, social workers, psychologists, registered dietitians, other mental health providers and health care professionals as needed; the team develops a service plan for the continuum of care for the family as a unit, including both psychosocial and medical aspects;

(e) Extensive outreach with linkages between the Center and community resources including but not limited to linkages such as drug and alcohol treatment centers;

(f) Adult and Pediatric Infectious Disease physicians with expertise in HIV care who are available twenty four (24) hours a day for consultation and follow-up;

(g) Obstetricians with expertise in Maternal-Fetal Medicine and the care of HIV positive women, and gynecologists with knowledge of HIV-related gynecologic abnormalities;

(h) Pediatricians with expertise in treating children born to HIV positive women and HIV infected infants;

(i) Consultations available in the areas of pulmonology, cardiology, neurology, gastroenterology and ophthalmology;

(j) Access to state-of-the-art HIV-specific laboratory testing, including HIV RNA monitoring, diagnostic testing and resistance testing;

(k) Providing a pharmacy with twenty-four (24) hour availability for antiretroviral agents necessary for HIV prophylaxis during pregnancy, in labor, at delivery and postpartum and to the neonate in the newborn nursery as well as other medications necessary to treat acute HIV complications and opportunistic infections;

(l) A Level III Nursery for all deliveries thus providing medical care for the newborn at the highest level of care for survival, management of unexpected and care for anticipated newborn complications.

(m) Fully-developed procedures for follow-up of complex patients, such as those with substance abuse, in the juvenile justice system, probation, or jails, and children and adolescents in foster care;

(n) Expertise in the management and treatment of adolescents;

(o) Care management, including expertise in biannual updating of the service plan that is done by the team of providers in close association with the family;

(p) Access to the State AIDS Drug Assistance Program (ADAP);

(q) Attention to treatment education, which may include adherence counseling and other supportive services to overcome barriers to adherence;

(r) A Continuous Quality Improvement Program (CQI), to ensure that national guidelines for testing, counseling and treatment are followed;

(s) A continuing medical education and training program for staff to learn new information and guidelines for HIV;

(t) The HIV specialized Perinatal Center shall provide information to the referral source including:

(i) That client initiated care;

(ii) Quarterly follow up reports;

(iii) After delivery and discharge summary.

(u) If clients prefer care in a specialized center, documentation should be maintained on:

(i) Initial visit with HIV Specialized Center;

(ii) Quarterly update to Primary Medical Provider;

(iii) If client refuses care with HIV Specialized Center, a plan of care for continued follow up is necessary to maintain continuity.

G. Providing medical social work services within the ambulatory/ outpatient medical clinic performed by a person with a Master's of Social Work (M.S.W.) degree which shall include, but not be limited to: (1) conducting an initial, comprehensive psychosocial assessment of all new clients/patients and periodic reassessments as indicated by changes in client's status. The assessment shall include indications of acute and/or ongoing mental health or substance use issues, the client's adjustment to HIV disease and/or related illness, understanding of the diagnosis, recommended treatment and barriers to treatment education; (2) providing psychosocial interventions in accordance with the Social Work Code of Ethics; (3) providing linked referrals for supportive services; (4) providing consultation and ongoing communications with the other members of the multi-disciplinary team regarding client care and results of assessment, referrals, and psychosocial interventions.

H. Conducting tuberculosis (TB) and latent TB infection (LTBI) screening in accordance with the procedures set forth in Exhibits of this Agreement. TB and LTBI screening shall be conducted at initial visit and annually unless

indicated sooner by subsequent exposure/contact with active TB or client presents with signs and symptoms of pulmonary disease.

I. Conducting screening for sexually transmitted diseases (STD) in accordance with the procedures set forth in Exhibit **ENTER EXHIBIT LETTER** of this Agreement. Screening for Chlamydia and gonorrhea shall be conducted at initial visit, annually and as needed through an ongoing risk assessment evaluation. Screening for syphilis shall be conducted more frequently at three to six months interval for asymptomatic clients at higher risk. Partner notification and risk reduction counseling shall be included with all STD management.

J. Providing for client treatment any clinically indicated medication, including all currently approved drugs for HIV disease and HIV disease related conditions. Drug treatment shall be provided in accordance with the Food and Drug Administration drug approval guidelines unless the drug treatment is part of a formally approved research program with informed consent.

K. Conducting ADAP eligibility screening for a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) new enrollments and ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) recertifications. ADAP screening for recertification shall be conducted annually.

(1) Contractor shall provide ADAP eligibility screening in accordance with Attachment I, CDPH, "Eligibility Guidelines" as directed by the CDPH Office of AIDS, ADAP, attached hereto and incorporated

herein by reference, as they currently exist or as modified by the CDPH. The ADAP Coordinator shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

(2) If a client is eligible for participation in the CDPH-ADAP and medication(s) listed on the ADAP formulary is (are) indicated for client treatment, Contractor shall prescribe such medications and refer client to a participating ADAP pharmacy. The directory of ADAP participating pharmacies is available at the following Pharmacy Benefit Management company website http://www.ramsellcorp. Drugs listed on the ADAP formulary shall not be a charge to nor reimbursable hereunder.

(3) For medications which are not listed on the ADAP formulary and are indicated for client treatment, Contractor shall provide such drugs for its clients. The non-ADAP drugs listed on Exhibit **ENTER EXHIBIT LETTER** "OAPP HIV/AIDS Ambulatory Outpatient Medical Non-ADAP Drug Formulary," may be charged to and are reimbursable hereunder. Drugs not listed on Exhibit **ENTER EXHIBIT LETTER** shall not be reimbursable hereunder. OAPP shall notify Contractor of any revision of the Non-ADAP Formulary, which shall become part of this Agreement.

(4) Clients' share of cost under any entitlement or insurance program shall not be a charge to nor reimbursable hereunder. This is not an allowable cost for Ryan White Program funds.

L. Providing ongoing medical nutrition therapy by a registered dietitian in accordance with current HIV nutrition protocols, Commission on HIV Nutrition Therapy Standards of Care, evidence based guidelines and as updated based on the American Dietetic Association (ADA). Registered dietitians will have membership in Infectious Disease Nutrition Dietetic Practice Group of the ADA, participate in Dietitians in AIDS Care (DIAC) meetings, and maintain completion of current professional education (CPE) units/hours primarily in HIV nutrition and other related medical topics as administered by the Commission on Dietetic Registration.

M. Providing access by referral, to medical specialty services, diagnostic and therapeutic medical services provided by a person who is licensed as a physician and/or surgeon by the Medical Board of California or by the California Board of Osteopathic Examiners and has the requisite training and certification in his or her respective medical specialty and/or subspecialty. These services are necessary for the evaluation and treatment of the client's HIV disease and HIV-related conditions beyond the scope of primary HIV medical and nursing care. Medical specialty services are considered consultative. Clients shall be referred back to the County contracted HIV/AIDS ambulatory/outpatient medical clinic of origin for their ongoing primary HIV medical services. Such medical specialties include, but are not limited to: Ophthalmology, Cardiology; Dermatology; Ear, Nose and Throat; Gastroenterology, General Surgery, Gynecology, Neurology, Oncology, Pulmonology, Podiatry, Proctology and Urology. Contractor will

establish and maintain written agreements, contracts or memoranda of understanding, with various medical specialty providers to furnish referred clients with the necessary diagnostic and therapeutic medical specialty services. Such agreements shall contain provisions for communication, both verbal and written, between the referring primary physician and the consulting physician specialist. Such agreements will be submitted to OAPP's Medical Director for review and approval.

N. Implementing a broken appointment policy and procedure to ensure client retention and continuity of services with regards to broken or failed appointments. Follow-up of broken appointments may consist of a telephone call, correspondence, or direct contact, or may involve all of the above in a concerted effort to maintain the client in care. These interventions shall be documented in the medical record.

O. Developing and maintaining a current written manual of policies and procedures. The manual shall include, but not be limited to, mandatory policies, procedures, protocols, and standards of care related to the following:

(1) Coordination of care with other providers for the provision of specialty medical and surgical care, case management, mental health care, treatment education, behavioral change services, emergency medical services, inpatient care, research opportunities and pharmaceuticals.

(2) Client's hospitalization arrangements. Such arrangements shall not be a charge to nor reimbursable hereunder.

(3) Home health care for clients whose health status warrant these additional intermittent services but do not require acute hospital care. Such procedures shall include mechanisms for coordination of care between primary caregivers, inpatient providers and home care providers. Such referrals shall not be a charge to nor reimbursable hereunder.

(4) Referrals to case management services, mental health services, and other community or public health services as needed. Such referrals shall not be a charge to nor reimbursable hereunder.

P. Maintaining linkages with AIDS Clinical Treatment Units (ACTU) and research consortia of community physicians (e.g. Search Alliance, SW-ComBAT)

Q. Performing assessments of client's needs and satisfaction by conducting random, anonymous client surveys at least semi-annually. The surveys shall be documented and include demographic information.

7. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health "unit records" on each individual client which shall be current and kept in detail, consistent with good medical and professional practice, in accordance with the California Code of Regulations and HIPAA Privacy Rules. Such records shall include, but not be limited to: admission record, client interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation

of services. All clinical and health services records shall be co-located in a medical record (medical chart) and/or an electronic health record (medical record in digital format).

A. CLIENT RECORDS: Such records shall include, but not be limited to: (1) documentation of HIV disease or AIDS diagnosis; (2) complete medical and social history; (3) completed physical examination and assessment signed by a licensed health care professional; (4) differential diagnosis; (5) current and appropriate treatment/management plan; (6) current problem list; (7) progress notes documenting client status, condition, and response to interventions, procedures, medications; (8) specialty consultation reports; and (9) documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

B. Collection and maintenance of pertinent data for any studies which may be conducted.

C. Maintenance of all written agreements with subcontractors, consultants, other HIV/AIDS service providers for provision of services hereunder or related services utilized to enhance Contractor's HIV/AIDS ambulatory/outpatient medical services.

8. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the

Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

9. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for ambulatory/outpatient medical services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to the Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6) month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format

within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

10. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, improving efficiency of billing, support program evaluation processes, and to provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all submission requirements.

11. ADDITIONAL REPORTING REQUIREMENTS:

A. In the monthly reports to OAPP, Contractor shall identify the payor source for each reported client receiving HIV/AIDS ambulatory/outpatient medical services. Contractor's software should currently have a field requesting this information. Clients with third-party coverage include, but are not limited to, those who have or qualify for Medi-Cal and/or Medicare, are covered in a managed care program, or have private insurance.

B. To ensure consistency in the reporting of services provided, Contractor shall use the CPT codes identified and approved by OAPP's Medical Advisory Committee. County shall furnish Contractor with a current listing of approved

CPT codes at the commencement of this Agreement. Director shall notify Contractor of any revision of CPT code listing.

12. ADDITIONAL STAFFING REQUIREMENTS: For purposes of this Agreement, Contractor may utilize nurse practitioners or physician assistants as primary care providers. If Contractor utilizes registered nurses in such extended or advanced roles, Contractor shall develop, implement, and maintain standardized procedures for all medical functions to be performed by the nurse practitioner. Contractor shall adhere to the Standardized Procedures Requirements for Nurse Practitioner Practice promulgated by the California Board of Registered Nursing (Title 16, CCR Section 1474) and the Medical Board of California (Title 16, CCR Section 1379). Likewise, Contractor shall adhere to the requirements for the supervision of physician assistants pursuant to requirements set forth in the Delegation of Services Agreement between the supervising physician and physician assistant (Title 16 CCR Section 1399.540). The program's manual shall contain documentation verifying that: (A) nurse practitioners are used as HIV primary care providers in compliance with the licensing and scope of practice contained in the California Business and Professions Code and corresponding regulations adopted by the California Board of Registered Nurses; and (B) physician's assistants are used as HIV primary care providers in compliance with the licensing and scope of practice contained in the California Business and Professions Code and corresponding regulations adopted by the Medical Board of California.

13. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain

documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and if positive, a written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit ENTER EXHIBIT LETTER, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

14. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit ENTER EXHIBIT LETTER, "Tuberculosis Exposure Control Plan for Medical Outpatient Facilities" as provided by the Los Angeles County Department of Health Services' Tuberculosis Control Program, attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of this Plan, which shall become part of this Agreement.

15. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services in the event of a disaster. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and

work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

16. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have written policies for Contractor's staff regarding how to access emergency medical treatment for clients. A copy of the written policies shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, within thirty (30) days of the execution of this agreement and addressed to the attention of the Clinical Services Division Chief.

17. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit ENTER EXHIBIT LETTER, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all service sites, and provide a copy to each client. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that

Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

18. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the service received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

19. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services (if agency has both care and prevention contracts). Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the

medical director or executive director. The implementation of the QM plan may be reviewed by OAPP staff during its onsite program review. The written QM plan shall at a minimum include the following eight (8) components.

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency, (quarterly, at minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/performance indicators, two of which shall be selected from a list of OAPP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the OAPP approved list of QM indicators. The OAPP approved QM indicator list is attached.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audits, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.

(3) Data Analysis – Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee. The findings of the data analyses shall be communicated with all program staff involved.

(4) Improvement Strategies – QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to

the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issues identified. The information shall be made available to OAPP staff during program reviews.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/ or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury;

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following

the occurrence of such event. Information provided shall include the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

20. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objective, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting;

F. Random Chart Audit (if applicable).

21. CULTURAL COMPETENCY: Program staff shall display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL

	Budget Period ENTER TERM START DATE Through ENTER TERM END DATE
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL

MINORITY AIDS INITIATIVE (EARLY INTERVENTION SERVICES)

	Budget Period ENTER TERM START DATE Through ENTER TERM END DATE
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL AIDS DRUG ASSISTANCE PROGRAM

	Budget Period
	ENTER TERM START DATE Through ENTER TERM END DATE
Maximum Obligation	$ 0
Fee-for-Service Rate:	
Client Enrollment	$ 0
Client Recertification	$ 0

Contractor shall be reimbursed for AIDS Drug Assistance Program activities at the fee-for-service reimbursement rate as they currently exist or as they are modified by the Office of AIDS Programs and Policy. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL CASE MANAGEMENT

	Budget Period ENTER TERM START DATE Through ENTER TERM END DATE
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES, MEDICAL CASE MANAGEMENT – MINORITY AIDS INITIATIVE

	Budget Period ENTER TERM START DATE Through ENTER TERM END DATE
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

**HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES,
EARLY INTERVENTION PROGRAM – MINORITY AIDS INITIATIVE**

	Budget Period ENTER TERM START DATE Through ENTER TERM END DATE
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT ENTER EXHIBIT LETTER

OFFICE OF AIDS PROGRAMS AND POLICY
HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL
NON-ADAP DRUG FORMULARY

DRUG CLASS	GENERIC NAME	BRAND NAME
Antibiotics	Ceftriaxone	Rocephin
	Penicillin G Benzathine with Procaine	Bicillin
Analgesics	Hydromorphone	Dilaudid
Anti-anxiety	Clonazepam	Klonopin
Anti-asthmatic	Albuterol Inhaler	Proventil / Ventolin
	Beclomethasone Inhaler (oral/nasal)	Vanceril / Beconase
	Metaproterenol	Alupent / Metaprel
Anti-convulsants	Phenobarbital	Luminal
	Phenytoin	Dilantin
Anti-depressant	Mirtazapine	Remeron
Anti-diabetic	Glyburide	DiaBeta / Micronase
Anti-psychotic	Ziprasidone	Geodon
Anti-puritic	Diphenhydramine	Benadryl
Anti-manic	Divalproex	Depakote
	Lithium	Eskalith, Lithane, etc.
	Lamotrigine	Lamictal
Cardiovascular	Benazepril	Lotensin
	Felodipine ER	Plendil
	Atenolol	Tenormin
	Hydrochlorthiazide	Hydrodiuril, Oretic
	Diltiazem	Cardizem
	Verapamil	Calan
	Potassium Chloride	K-Dur

DRUG CLASS	GENERIC NAME	BRAND NAME
Hormonal	Depo-estradiol	
	Conjugated Estrogens	Premarin
	Levothyroxine	Synthroid
Topical Corticosteroids	Hydrocortisone	Hytone
	Triamcinolone	Aristocort / Kenalog
Pharmaceuticals	Influenza Vaccine	Fluzone
	Tetanus Immune Globulin	
	Tetanus Toxoid	
	Tuberculin Test	PPD

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 9

1 Agency Name: –ENTER AGENCY NAME

2 Executive Director: ENTER CONTRACTOR STAFF NAME Executive Director

3 Address of Service Delivery Site: ENTER AGENCY ADDRESS

ENTER CITY California ENTER ZIP

4 In which Service Planning Area is the service delivery site?

_____	One: Antelope Valley	_____	Two: San Fernando Valley
_____	Three: San Gabriel	_____	Four: Metro Los Angeles
_____	Five: West Los Angeles	_____	Six: South Los Angeles
_____	Seven: East Los Angeles	_____	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____	One: Supervisor Molina	_____	Two: Supervisor Ridley-Thomas
_____	Three: Supervisor Yaroslavsky	_____	Four: Supervisor Knabe
	Five: Supervisor Antonovich	_____	

6 Based on the number of medical visits to be provided at this site, what percentage of your allocation is designated to this site? ENTER % TIME SPENT AT THIS SITE %

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

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SERVICE DELIVERY SITES

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SERVICE DELIVERY SITES

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	Five: Supervisor Antonovich	_____	

6 Based on the number of medical visits to be provided at this site, what percentage of your allocation is designated to this site? ENTER % TIME SPENT AT THIS SITE %

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of ambulatory/outpatient medical Contract Goals and Objective by Service Delivery Site(s).
Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Medical Visits**	**ADAP**	
Service Unit	No. of Clients	No. of Visits	No. of New Enrollments	No. of Recertifications
Site # 1				
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
TOTAL				

H-ENTER NUMBER

EXHIBIT ENTER EXHIBIT LETTER

ENTER AGENCY NAME

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
MINORITY AIDS INITIATIVE - EARLY INTERVENTION PROGRAM

1. DEFINITIONS:

A. The HIV/AIDS Minority AIDS Initiative (MAI) - Early Intervention Program (EIP) offers culturally and linguistically appropriate services for racial and ethnic minorities with HIV and their "at-risk" partners and family members and includes a strong outreach component to engage those who have never been in care or have fallen out of care. EIP services distinct from standard ambulatory/outpatient medical care, in that EIP integrates outreach, mental health, case management, psychosocial, medical and risk reduction services in a continuum of care for people living with HIV. The EIP must maintain effective communication with providers of HIV testing to ensure that persons who test positive obtain necessary medical, psychosocial, health education, transmission risk reduction, and case management services. The goals of EIP include moving a client toward self management, ensuring that people diagnosed with HIV receive the necessary services as early as possible, interrupting or delaying disease progression, and preventing and treating opportunistic infections, promoting optimal health, and fostering behavioral change to prevent HIV transmission to others.

B. "Major Assessment" is the major, comprehensive visit, or series of visits, to the Early Intervention Program which takes place a minimum of every six (6) months for each client. At a minimum, it includes a health assessment with appropriate laboratory tests, a psychosocial assessment, health education assessment, HIV transmission risk assessment, and case management which includes a needs assessment. Additional services and referrals may take place between major assessments, as determined by the needs of the client.

C. "Health Assessment" consists of an evaluation of the EIP client's health status and health care needs through a medical history, physical examination, laboratory evaluation, and medical eligibility determination by a clinician.

D. "Mental Health/Psychosocial Services" include: psychosocial assessments at regular intervals; development of an individualized treatment plan; individual, group, couple and/or family counseling; and crisis intervention. Short-term or sustained therapeutic interventions provided by mental health professionals for patients/clients experiencing acute and/or ongoing psychological distress may be included. These services are usually provided on a regularly scheduled basis with arrangements made for non-scheduled visits during times of increased stress or crisis.

E. "HIV Transmission Risk Reduction Services" include an assessment of HIV transmission risk behaviors at regular intervals. Based on the assessment,

clients may be provided with education, risk reduction strategies, or appropriate interventions such as substance abuse treatment.

F. "HIV/AIDS Case Management Services" are client-centered services that link persons who have HIV disease or AIDS with health care and psychosocial services in a manner that ensures continuity of care through timely, coordinated access to appropriate level of care and support services.

2. PERSONS TO BE SERVED: HIV/AIDS MAI EIP services shall be targeted to HIV-infected racial and ethnic minorities from underserved communities in Los Angeles County and in accordance with Attachment 1 "Service Delivery Site Questionnaire" attached here to and incorporated herein by reference. The HIV/AIDS MAI EIP may also provide services to the "at-risk" partners and family members of clients, regardless of their HIV status, which include, but shall not be limited to: confirmatory testing, health education, HIV transmission risk reduction and prevention, short-term family or couples counseling, and linkages to pediatric services for the children of clients.

3. COUNTY'S MAXIMUM OBLIGATION: During the period of ENTER TERM START DATE through ENTER TERM END DATE, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS MAI Early Intervention Program services shall not exceed ENTER ALLOCATION AMOUNT IN WORDS Dollars ($ENTER ALLOCATION NUMERICAL AMOUNT). .

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedule ENTER SCHEDULE NUMBER. Payment for services provided hereunder shall be subject to the provisions set forth in the COST

REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. PATIENT ELIGIBILITY: Persons who are eligible for HIV/AIDS MAI EIP services shall have demonstrated HIV infection by a confirmed positive HIV antibody test. The client is eligible for these services if he/she is asymptomatic or has not demonstrated serious, ongoing symptoms related to an HIV-associated illness. Persons enrolled in the MAI EIP who have transitioned to appropriate medical care outside of the MAI EIP may remain in the program to receive non-medical services.

6. REIMBURSEMENT AND THIRD PARTY PAYORS: Contractor shall identify public and private payors of early intervention program services and make appropriate efforts to maximize reimbursements. The Individual's EIP determines a client's financial eligibility and ability to pay for services, bills an insurer or third-party payor when appropriate, and utilizes a uniform sliding fee schedule to determine client's share-of-cost. HIV/AIDS MAI EIP services shall not be denied due to an inability to pay for services.

Contractor shall place any income generated by services provided under this contract, accruing to or received by the Contractor, into an identifiable account. Contractor shall insure that all revenues generated are used exclusively for the enhancement or augmentation of the MAI EIP Program (i.e., to meet identified, agreed upon, EIP-related needs of the Contractor), or must be returned to the State.

Contractor shall obtain prior written approval from OAPP, regarding the specified manner in which these funds are to be spent.

Contractor shall maintain adequate documentation of the receipt and use of such funds and shall provide written documentation to OAPP.

7. SERVICE DELIVERY SITE(S): Contractor's facility where HIV/AIDS MAI EIP services will be provided hereunder is located at: ENTER SERVICE DELIVERY SITE ADDRESS(ES). Clients may be referred to other locations for services as per assessment results.

Contractor shall request approval from Office of AIDS Programs and Policy (OAPP) in writing a minimum of sixty (60) days before terminating services at this location and/or before commencing services at any other location(s).

8. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS MAI EIP services that are culturally and linguistically appropriate to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, current medical and nursing practice in the field of HIV/AIDS, and the terms of this Agreement. Contractor shall follow California Department of Public Health's Office of AIDS (CDPH-OA)/Early Intervention Program (EIP) protocols, guidelines, and advisories incorporated herein by reference, for the major program components including, but not limited to: Administration, Case Management, Clinic Operations, Data Reporting, Health Assessment, Health Education, Medical Records, Mental Health, and Reimbursement Schedule and Guidelines. Contractor shall provide services on site or, when appropriate, through referral to other organizations within the community.

Contractor shall maintain a file of written Letters of Agreement(s) and/or Subcontract Agreement for the provision of all services provided through referral or on a contractual basis. Such written agreement(s) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy. HIV/AIDS MAI EIP services provided through a subcontractor shall be reimbursed hereunder. Once the disease has progressed and medical services beyond the scope of the EIP are required, the client shall be referred to an appropriate medical provider. Once referred, the medical services will no longer be reimbursed through this contract. Non-medical EIP services may still be provided and reimbursed.

The Contractor shall focus on outreach efforts to underserved racial and ethnic minority populations in order to increase the number of clients utilizing the HIV/AIDS MAI EIP. An outreach plan and all materials used for outreach activities and protocols shall be approved by OAPP. Contractor will render basic HIV/AIDS MAI EIP services to a minimum of ENTER NUMBER OF PERSONS IN WORDS (ENTER PERSON NUMERICAL) ENTER NUMBER OF PERSONS IN WORDS (ENTER NUMBERICAL) persons with HIV, and provide appropriate referrals and/or family support services to their children, and to their "at risk" partners and family members, as needed. A minimum of ENTER NUMBER OF CLIENTS IN WORDS (ENTER CLIENTS NUMBERICAL) unduplicated clients must be served. Client services include, but shall not be limited to: medical monitoring, health education, mental health and psychosocial support, HIV transmission risk assessment and reduction, case management, and any appropriate referrals to other services needed by the client.

Clients may be evaluated and receive appropriate services as needed, but, at a minimum, they must be given a major assessment every six (6) months.

The HIV/AIDS MAI EIP must include, at a minimum, six (6) core components:

A. Major Medical Assessment: Contractor shall conduct a minimum of ENTER GOALS IN WORDS (ENTER GOALS NUMERICAL) major medical assessments. Provide comprehensive medical evaluations and medical monitoring;

B. Transmission Risk Reduction Services: Contractor shall conduct a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) transmission risk reduction assessments. Provide comprehensive HIV transmission risk behaviors assessments;

C. Mental Health and Psychosocial Support Services: Contractor shall conduct a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) mental health psychosocial support assessments. Provide comprehensive psychosocial assessments;

D. Health Education: Contractor shall conduct a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) health education assessments. Provide comprehensive health education assessments;

E. Case Management Services: Contractor shall conduct a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) case management assessments. Provide comprehensive needs assessments, and

F. Outreach Services: Contractor shall conduct outreach services to a

minimum of ENTER NUMBER OF CLIENTS IN WORDS (ENTER NUMERICAL CLIENTS) clients. Outreach services through advertisement:

(1) Medical Monitoring: Comprehensive medical evaluations and laboratory tests will be conducted at regular intervals to monitor HIV infection, and prophylactic therapies will be prescribed and monitored as appropriate. Services to be provided on site shall include, but are not limited to:

(a) A comprehensive medical and social history, identification of pertinent HIV disease signs and symptoms, and complete physical examination, including screening and evaluating patients for tuberculosis (TB) and syphilis infections. TB and syphilis screening shall be conducted in accordance with the procedures set forth in Exhibits ENTER EXHIBIT LETTER of this Agreement. Thereafter, syphilis screening shall be conducted as appropriate based on the patient's sexual history, and TB screening shall be conducted as indicated by contact history to TB or signs and symptoms of pulmonary disease;

(b) Screening of the CD4+ count to evaluate the immune system at six (6) month intervals. Such screening shall be performed more frequently as the CD4+ count goes below six hundred (600) or if there is a dramatic drop, regardless of the actual count;

(c) Venipuncture;

(d) Appropriate follow-up of laboratory results;

(e) For women clients, basic breast and gynecologic exams, including pap smears and the diagnosis and treatment of uncomplicated gynecologic infections and sexually transmitted diseases.

(2) Women of the reproductive age shall receive the following at initial visit and then every six months at a minimum:

(a) Contraceptive counseling;

(b) Discussion of risk associated with perinatal HIV transmission;

(c) Information about the availability of:

i) Antiretroviral therapy for treatment of HIV to prevent perinatal HIV transmission;

ii) Psycho-social support;

iii) HIV counseling and testing for other family members and social network/affiliates;

iv) HIV Specialized Care Center that provides family-centered care, including prenatal, obstetric, perinatal and pediatric services for women and their family members who test positive.

(3) Providers who have limited expertise in maternal-pediatric HIV care shall immediately consult with an HIV Specialized Perinatal Care Center for interim management and refer the HIV-infected pregnant woman to a Center within her geographic area within six (6) weeks and/or by the end of first trimester of pregnancy.

(a) An HIV Specialized Perinatal Care Center shall include the following minimum requirements:

i) Fully developed therapeutic guidelines for antiretroviral therapy, prevention of perinatal transmission, and the prophylaxis and treatment of opportunistic infections that are updated, as new information is available;

ii) Family-Centered Care, integrated to include adult, pediatric and obstetric and gynecologic providers who can provide from primary to tertiary care for all aspects of HIV infection;

iii) A family-centered model of care including culturally competent and bilingual staff as needed;

iv) A case management model with a team of providers, to include: physicians, nurses, social workers, psychologists, dietitians, and other mental health providers and health care professionals as needed; the team develops a service plan for the continuum of care of each individual

member of the family, as well as the family as a unit, including both psychosocial and medical aspects;

v) Extensive outreach with linkages between the Center and community resources including but not limited to linkages such as drug and alcohol treatment centers;

vi) Adult and Pediatric Infectious Disease physicians with expertise in HIV care who are available twenty four (24) hours a day for consultation and follow-up;

vii) Obstetricians with expertise in Maternal-Fetal Medicine and the care of HIV positive women, and gynecologists with knowledge of HIV-related gynecologic abnormalities;

viii) Pediatricians with expertise in treating children born to HIV positive women and HIV infected infants;

ix) Consultations available in the areas of pulmonology, cardiology, neurology, gastroenterology, and ophthalmology;

x) Access to state-of-the-art HIV-specific laboratory testing, including HIV Ribonucleic Acid (RNA) monitoring, diagnostic testing and resistance testing;

xi) Providing a pharmacy with twenty-four (24) hour availability for antiretroviral agents necessary for HIV

prophylaxis during pregnancy, in labor and at delivery and postpartum and to the neonate in the newborn nursery as well as other medications necessary to treat acute HIV complications and opportunistic infections;

xii) A Level III nursery for all deliveries;

xiii) Fully-developed procedures for follow-up of complex patients, such as those with substance abuse, in the juvenile justice system, probation, or jails, and children and adolescents in foster care;

xiv) Expertise in the management and treatment of adolescents;

xv) Care Management, including expertise in biannual updating of the service plan that is done by the team of providers in close association with the family.

xvi) Access to the State AIDS Drug Assistance Program (ADAP);

xvii) Attention to treatment adherence, which may include adherence counseling and other supportive services to overcome barriers to adherence;

xviii) A Continuous Quality Improvement Program, to ensure that national guidelines for testing, counseling and treatment are followed;

xix) A continuing medical education and training program for staff, to update new information and guidelines for HIV.

(4) Transmission Risk Reduction: All clients shall be assessed for HIV transmission risk behaviors at regular intervals with risk reduction strategies, substance abuse counseling, and behavior change support as needed.

(5) Mental Health and Psychosocial Support: All clients shall receive psychosocial assessments at regular intervals. Clients shall also be offered the following mental health and psychosocial support services, as appropriate: individual, couples, family, and/or group psychotherapy. For any clients seen for short or long-term therapy, an individual treatment plan shall be developed and updated as necessary.

(6) Health Education: All clients will be offered HIV/AIDS and general health education with knowledge assessments at regular intervals. Risk assessment and behavior change strategies will be used to promote health maintenance. Other appropriate health topics including: risk of infection, safer sex methods, alternative therapies, substance misuse, and legal issues will be provided through group or individual health education sessions. All materials utilized must be submitted to OAPP for approval prior to use.

(7) Case Management: All clients will be offered needs assessments at regular intervals with individualized care plans, appropriate referrals, and linkages for future HIV/AIDS treatment and support services including, but shall not be limited to:

(a) Performing an assessment/evaluation of each client's strengths, needs, and resources as well as an assessment of physical, psychological, environmental, and financial status during intake procedure;

(b) Developing a service plan which includes client goals and methods of reaching these goals. This plan shall be developed in conjunction with the client. The plan shall be updated quarterly;

(c) Providing clients with appropriate referrals and resources as needed. Case manager shall advocate on the client's behalf to ensure accessibility to services. Case manager shall follow-up referrals and interventions to ascertain and ensure client's access to designated services;

(d) Contacting clients on a regular basis as defined by the needs of the client. Telephone or attempted telephone contacts shall be made at least twice a month. Face-to-face or attempted face-to-face contacts shall be made at least once per quarter;

(e) Serving as an advocate/counselor, particularly during times of crisis, exacerbation of symptoms, loss of other support, and during emotional and financial difficulty;

(f) Being available as a contact for questions and assisting clients with problem solving;

(g) Completing other activities such as: participating in conference case reviews; charting and completing other documentation; attending meetings and actively participating in a designated County-wide coordinated case management task force; providing/receiving clinical supervision; participating in trainings; and developing and revising, as needed, HIV/AIDS information and resources;

(h) Performing random evaluation of twenty percent (20%) of all cases on a quarterly basis for quality assurance;

(i) Conducting and documenting case conferences for thirty percent (30%) of all cases (or one hundred percent (100%) for caseloads of thirty (30) or fewer) on a quarterly basis.

(j) Outreach Services: Develop and implement innovative outreach methods to access difficult-to-reach HIV-infected persons and facilitate their entry into the EIP and linkage with services. All the materials to be utilized for outreach shall be approved by OAPP.

(8) Contractor shall implement an outreach program and shall hire outreach staff. The outreach component is essential for the EIP, aiming to link the minority HIV infected individuals who have never been in care, have dropped out of care, or are at risk for dropping out, to primary medical care, thereby improving health outcomes and the quality of life. The outreach program helps to decrease the time to treatment while increasing the number of HIV infected persons of color that are referred to and enrolled in comprehensive HIV prevention and treatment services as well as to re-engage those who are or have been enrolled in EIP, but are marginally engaged in care. Specific target populations include persons with HIV and "at risk "partners and family members. The outreach staff shall be an interface between community-based services and/or HIV test sites and HIV care/treatment services. The outreach staff attempts to re-engage EIP clients whose participation in prevention and treatment is marginal, and/or who may have been lost to treatment. While it is expected that any (if not most) clients will ultimately enroll in EIP, the outreach staff may assist clients in enrolling in care and treatment programs that best meet their particular needs. The outreach staff duties may include, but shall not be limited to:

(a) Outreach to these "hard to reach" and "under-served" populations who are often lost to prevention and treatment services at key points;

(b) Assessment of the the client's readiness to move into more active engagement in EIP services, or if applicable, in other transmission prevention or care programs;

(c) Act as a treatment advocate once a client has entered treatment by assisting the client in understanding treatment options, supporting the client in making treatment decision, and working with the client on any barriers to remaining in treatment or in adhering to treatment regimens once a client has entered treatment;

(9) Contractor shall ensure that the Outreach Worker staff have significant experience in at least three of the following six areas:

(a) Street-based Outreach;

(b) HIV Counseling and Testing;

(c) Prevention Case Management;

(d) Psychotherapy or Counseling;

(e) Health Education;

(f) HIV-based Case Management.

(10) General qualifications include the ability to understand HIV transmission and prevention, HIV disease progressions, the basics of HIV medication and treatments (including issues of adherence), sexual behaviors, the dynamics of substance abuse and addiction, and behavior change theory and interventions. Equally important is the ability to

communicate and to educate clients with regards to managing these issues.

(11) Contractor shall also commit the outreach worker positions (s) to participate in ongoing staff training including, but not limited to, certification as an HIV treatment educator, and attendance at the annual EIP conference and other trainings offered or deemed necessary by the California department of Public Health (CDPH) - State Office of AIDS (OA).

(12) Contractor shall commit to full participation with the research component, including collecting and submitting data in an accurate and timely fashion.

9. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by the OAPP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purchase of this agreement, Equipment is defined as an item with a unit cost of Five Hundred Dollars ($500) or more and a life expectancy of four (4) or more years.

10. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health, psychosocial, health education, risk behavior, and case management records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California

Code of Regulations on each individual patient. Such records include, but shall not be limited to: admission record, patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

A. Patient records shall include, but are not limited to:

(1) Documentation of HIV disease or AIDS diagnosis;

(2) Complete medical and social history;

(3) Completed physical examination and assessment signed by a licensed health care professional;

(4) Differential diagnosis;

(5) Current and appropriate treatment/management plan;

(6) Current problem list;

(7) Progress notes documenting patient status, condition, and response to interventions, procedures, medications; and

(8) Documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services.

B. Collection and maintenance of pertinent data for any studies which may be conducted.

C. Letters of OAPP approval of all forms, tests, surveys, questionnaires, health education outlines, and any other materials utilized with this project.

11. POLICIES AND PROCEDURES: Contractor shall establish and have available for review by any authorized federal, State, or County representative the following:

A. Written policies, procedures, protocols, and standards related to client/patient care.

B. A client/patient records system which is systematically organized to provide a complete, accurate, correlated, and current file for each client/patient, including, but not limited to: health records, psychosocial status, health education, risk behaviors, case management notes, referral services, etc. Medical records shall be maintained in a centrally located area of the facility and in conformance with either California Code of Regulations (CCR), Title 22 or the Joint Commission regulations.

C. Written procedures which demonstrate coordination and facilitate transfer of client/patient care among other providers involved with HIV infected individuals.

D. Written procedures for direct or referral services of clients/patients to other providers of early intervention, emergency services, and inpatient care. Services provided through referral shall not be a charge to nor reimbursable hereunder except for the services identified as appropriate for referral in PARAGRAPH 5, mammography and gynecological procedures.

12. ADDITIONAL STAFFING REQUIREMENTS: The HIV/AIDS MAI EIP services shall be provided by licensed health care professionals with the requisite

training in HIV/AIDS. Management of the care and treatment of patients with HIV disease or AIDS shall be provided by a multidisciplinary team. The composition of such a team shall consist of a State of California licensed physician, other appropriate licensed health care providers, and a professional mental health provider.

Professional mental health providers shall be, at a minimum, a Master's of Social Work (MSW), a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), Psychologist, or Psychiatrist.

The case manager(s) providing services shall be, at a minimum, a Master's of Social Work (MSW), Licensed Clinical Social Worker (LCSW), or Marriage and Family Therapist (MFT). Contractor shall submit to OAPP within forty-five (45) days of the execution of this Agreement its written case management staff training plan, including locations, dates, topics, and instructors.

The Contractor ensures compliance with the above staffing requirements unless variations have been reviewed and approved by OAPP. When variations have been reviewed and approved, staff shall be supervised by appropriate professional/licensed personnel. An unlicensed case manager shall be supervised by a staff member or consultant with experience in providing case management services and appropriate professional credentials including a Master's of Social Work (MSW), Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), master's degree in counseling, nursing degree with specialized case management training, or doctorate in a social services field.

13. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. (See ADDITIONAL PROVISIONS Section for more detailed information).

14. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

15. DATA COLLECTION: Contractor shall utilize County's data management system to register client's demographic/resource data, enter service utilization data, medical and support service outcomes, record linkage/referrals to other service providers and/or systems of care and to enter data required to track clinical and performance indicators. County's system will standardize reporting, importing efficiency of billing, support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

16. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to ENTER EXHIBIT LETTER, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference.

Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

17. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit ENTER EXHIBIT LETTER, "Tuberculosis Exposure Control Plan for Medical Outpatient Facilities" as provided by the Los Angeles County Department of Public Health's Tuberculosis Control Program.

18. MEETING OR TRAININGS: Contractor shall make all MAI EIP staff available to attend at least one (1) EIP conference, meeting, and/or training session as required by the OAPP.

19. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

20. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable

hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Services Division.

21. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit ENTER EXHIBIT LETTER, "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

22. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines),

State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program.

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals.

C. Focus on linkages to care and support services.

D. Track client perception of their health and effectiveness of the service received.

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

23. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following eight (8) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition (e.g., executive director, medical director, quality improvement manager/coordinator, program director, and program staff), meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the already existing advisory committee's composition and activities conform to QM program objectives.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care Model, Joint Commission, or Ten (10)-Step model, etc.

D. Implementation of QM Program:

(1) Measurement of Quality Indicators – at a minimum, contractor shall collect and analyze data for the following specific indicators.

(a) Number and percent of MAI EIP clients served in the medical outpatient clinic with improved or stable CD4 count during the twelve (12) month reporting period.

(b) Number and percent of MAI EIP clients served in the medical outpatient clinic with decreased and undetected viral load during the twelve (12) month reporting period.

The contractor can measure other aspects of care or services as needed. Examples of indicators are provided below:

(a) STD Screening: One hundred percent (100%) number of patients with the following tests performed in the last twelve (12) months: Chlamydia screen, gonorrhea test, syphilis screen.

(b) Mental Health Assessment: One hundred percent (100%) number of patients for whom a mental health assessment was performed by the primary care clinician or mental health specialist. Assessment components include: cognitive function, screening for depression and anxiety, psychiatric history, psychosocial assessment, sleeping and appetite assessment.

(c) Substance Use Assessment: One hundred percent (100%) number of patients with whom substance use was discussed during the past year. Of those who report current use (0-6 months from date of review) and are not in treatment, number for whom referrals are made for substance use treatment. Of those who report past use (six (6) – twenty-four (24) months from date of review) number of patients with whom relapse prevention or ongoing treatment has been discussed.

(d) Dental Exam: One hundred percent (100%) number of patients with dental exam by a dentist documented during the past year.

(e) Tobacco Use Assessment: One hundred percent (100%) number of patients with whom tobacco use was discussed during the past year.

In addition, the agency can measure other aspects of care and HIV services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(3) Collection and Analysis of Data - results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(4) Identification of Improvement Strategies - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensed authority and OAPP within the agency's next working day during its normal business hours or as required by federal and State laws, statues, and regulations. Events reported shall include the following:

(a) Any unusual incident and/or sentinel event which threaten the physical or emotional health or safety of any client to include, but not be limited to patient suicide, medication error, delay in treatment, and serious patient fall;

(b) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(2) In addition, a written report containing the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

H. Random Chart Audit: Sampling criteria shall be based on important aspects of care and shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

24. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for the following components:

A. Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach)

B. Implementation of the QM Program

C. Client Feedback Process

D. Client Grievance Process

E. Incident Reporting

F. Random Chart Audit (if applicable).

25. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural

communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES,
EARLY INTERVENTION PROGRAM AGREEMENT ~
MINORITY AIDS INITIATIVE

Budget Period

ENTER TERM START DATE
through
ENTER TERM END DATE

Salaries	$	0
Employee	$	0
Travel	$	0
Equipment	$	0
Supplies	$	0
Other	$	0
Consultants/Subcontracts	$	0

Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 9

1 Agency Name: –ENTER AGENCY NAME

2 Executive Director: ENTER CONTRACTOR STAFF NAME Executive Director

3 Address of Service Delivery Site: ENTER AGENCY ADDRESS

ENTER CITY California ENTER ZIP

4 In which Service Planning Area is the service delivery site?

_____	One: Antelope Valley	_____	Two: San Fernando Valley
_____	Three: San Gabriel	_____	Four: Metro Los Angeles
_____	Five: West Los Angeles	_____	Six: South Los Angeles
_____	Seven: East Los Angeles	_____	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____	One: Supervisor Molina	_____	Two: Supervisor Ridley-Thomas
_____	Three: Supervisor Yaroslavsky	_____	Four: Supervisor Knabe
	Five: Supervisor Antonovich	_____	

6 Based on the number of medical visits to be provided at this site, what percentage of your allocation is designated to this site? ENTER % TIME SPENT AT THIS SITE %

SERVICE DELIVERY SITE QUESTIONNAIRE

ENTER AGENCY NAME

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of Early Intervention Program Contract Goals and Objective by Service Delivery Site(s).
Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Un-Duplicated Clients**	**Major Medical Assessments**	**Case Management Services**	**Transmission Risk Reduction Services**	**Mental Health/ Psychosocial Services**	**Health Education**	**Outreach Services**
Service Unit	No. of Clients	One every six months per client	No. of Assessments to be provided.	No. of Assessments to be provided.	No. of Assessments to be provided.	No. of Assessments to be provided.	No. of Clients
Site # 1							
Site # 2							
Site # 3							
Site # 4							
Site # 5							
Site # 6							
Site # 7							
Site # 8							
TOTAL							

EXHIBIT ENTER EXHIBIT LETTER

ENTER AGENCY NAME

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
ORAL HEALTH CARE SERVICES – MINORITY AIDS INITIATIVE

1. DESCRIPTION: HIV/AIDS Minority AIDS Initiative (MAI) oral health care services are culturally and linguistically appropriate services provided to racial and ethnic minorities living with HIV/AIDS by dental health care professionals authorized to perform prophylactic, diagnostic, therapeutic and educational services. Mai Oral health services are intended to increase availability of oral health services in areas with large proportions of communities of color with a focus on prophylactic, and maintenance of services, rather than emergency dental work and/or extractions. Health education is a component of these services and clients are expected to receive services at least twice a year.

Good dental care is an important factor in the overall health management people living with HIV/AIDS. Poor oral health can negatively impact quality of life, create nutritional and psychosocial problems, complicate the management of other medical conditions and present barriers to medication treatment adherence. Oral health care services include, but shall not be limited to:

A. Obtaining a comprehensive medical history and consulting primary medical providers as necessary;

B. Providing oral health education;

C. Providing prophylactic, diagnostic and therapeutic dental services to clients with a written confirmation of HIV disease,

focusing on prophylactic and maintenance services. Clients are expected to receive the services at least twice a year;

D. Providing medication appropriate to oral health care services, including all currently approved drugs for HIV related oral manifestations;

E. Providing or referring clients, as needed, to health specialists including, but not limited to, peridontists, endodontists, oral surgeons, oral pathologists and oral medicine practitioners and registered dietitians.

All interventions must be based on proven clinical methods and in accordance with legal and ethical standards. The importance of maintaining confidentiality is critical and cannot be overstated. All programs must comply with the Health Insurance Portability and Accountability Act (HIPAA) standards for information disclosure.

2. DEFINITION:

A. The Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD) indicates the degree awarded upon graduation from dental school to become a general dentist. Dentists who have a DMD or DDS have the same requirements set by the American Dental Association's Commission on Dental Accreditation. State licensing boards accept either degree as equivalent, and both degrees allow licensed individuals to practice the same scope of general dentistry;

B. Registered Dental Assistant (RDA) is a licensed person who may perform all procedures authorized by the provisions of these regulations and in

addition may perform all functions which may be performed by a dental assistant under the designated supervision of a licensed dentist;

C. Registered Dental Hygienist (RDH) is a licensed person who may perform all procedures authorized by the provisions of these regulations and in addition may perform all functions which may be performed by a dental assistant and registered dental assistant, under the designated supervision of a licensed dentist.;

D. Oral prophylaxis is a preventive dental procedure that includes the complete removal of calculus, soft deposits, plaque and stains from the coronal portions of the tooth. The objective of this treatment shall be a creation of an environment in which hard and soft tissues can be maintained in good health by the client;

E. Direct supervision is supervision of dental procedures based on instructions given by a licensed dentist who must be physically present in the treatment facility during performance of those procedures.;

F. General supervision is the supervision of dental procedures based on instructions given by a licensed dentist, but not requiring the physical presence of the supervising dentist during the performance of those procedures.;

G. Basic supportive dental procedures are the fundamental duties or functions which may be performed by an unlicensed dental assistant under the supervision of a licensed dentist because of their technically elementary characteristics, complete reversibility and inability to precipitate potentially

hazardous conditions for the client being treated;

H. Standard precautions are an approach to infection control that integrates and expands the elements of Universal Precautions (human blood and certain human body fluids treated as if known to be infectious for HIV, HBV and other blood-borne pathogens). Standard precautions apply to contact with all body fluids, secretions and excretions (except for sweat), regardless of whether they contain blood, and contact with non-intact skin and mucous membranes.

3. PERSONS TO BE SERVED: HIV/AIDS MAI oral health care services shall be provided to racial and ethnic minorities living with HIV disease or AIDS residing within Los Angeles County. Indigent persons with symptomatic HIV disease or AIDS are the target population(s) to be served hereunder in accordance with Attachment 1, "Service Delivery Site Questionnaire", attached hereto and incorporated herein by reference.

4. COUNTY'S MAXIMUM OBLIGATION: During the periods ENTER TERM START DATE through ENTER TERM END DATE, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS oral health care services shall not exceed ENTER ALLOCATION AMOUNT IN WORDS Dollars ($ENTER ALLOCATION NUMERICAL AMOUNT).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedule ENTER SCHEDULE NUMBER. Payment for

services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be

submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include client's HIV status, residency in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to racial and ethnic clients who live at or below one hundred percent (100%) of the FPL and who have the greatest need for oral health treatment services;

B. Clients who live above one hundred percent (100%) of the Federal Poverty Level may also be eligible for services. This is dependent upon the threshold for eligibility as determined by the annual priority and allocation decisions. For clients with incomes between one hundred one percent (101%) and four hundred percent (400%) FPL a sliding scale may be imposed;

C. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

7. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as ENTER EXHIBIT LETTER.

Contractor shall be responsible for developing and implementing a client fee system. Such system shall include, but not be limited to, the following components:

A. Procedures and forms used in financial screening of clients;

B. Schedule of fees;

C. Procedures and forms used in determining whether client is covered by any third party payor, such as Medicare, Medi-Cal/Denti-Cal, managed care program, or other private insurance;

D. Description of mechanism or procedures used in assisting clients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and

E. The frequency intervals of subsequent client financial screenings.

8. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at: ENTER SERVICE DELIVERY SITE ADDRESS(ES). Contractor shall request approval from Office of AIDS Programs & Policy (OAPP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing such services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to OAPP for approval at least thirty (30) days prior to implementation.

9. SERVICES TO BE PROVIDED: During each period of this Agreement, Contractor shall provide culturally and linguistically appropriate HIV/AIDS oral health care services to racial and ethnic minority populations in accordance with Los Angeles County Commission on HIV Standards of Care for Oral Health Care Services procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, and the terms of this Agreement. All treatment will be administered according to published research and available standards of care, including the following:

A. The New York AIDS Institute Oral Health Guidelines, 2001 (available at: http://www.hivguidelines.org/public html/center/clinical-guidelines/oral case guidelines/oral health book/oral health.html;

B. The Los Angeles County Commission on HIV Practice Guidelines for the Treatment of HIV Patients in General Dentistry;

C. Dental Management of the HIV-infected Patient, Supplement to Journal of the American Dental Association, Chicago, 1995;

D. Clinician's Guide to Treatment of HIV-infected Patients, Academy of Oral Medicine, 3rd Edition, Ed. Lauren L. Patton, Michael Glick, New York, 2002;

E. Principles of Oral Health Management for the HIV/AIDS Patient, A Course for Training the Oral Health Professional, Department of Human Services, Rockville, Maryland, 2001.

Services to be provided include, but shall not be limited to the following:

A. Promoting availability of dental services for persons with HIV disease

or AIDS through contacts with AIDS service organizations, professional organizations which provide training for dental health care professionals, and other service providers.

B. Identifying appropriate clients for HIV/AIDS oral health care services through eligibility screening.

C. Obtaining a comprehensive medical history and consulting with client's primary medical provider as necessary. It is recommended that the dental provider consult with client's primary care physician when additional information is needed to provide safe and appropriate care. There are certain conditions under which this consultation is required:

(1) Additional or more complete medical information is needed;

(2) A decision must be made whether dental treatment should occur in a hospital setting;

(3) A client reports a heart murmur but is unsure of what kind;

(4) Inconsistent or illogical information leads the dental provider to doubt the accuracy of the medical information given by the client;

(5) A client's symptoms have changed and it is necessary to determine if treatment modifications are indicated;

(6) Prior to prescribing any new medications to ensure medication safety and prevent drug/drug interactions;

(7) When oral opportunistic infections are present.

D. Providing educational, prophylactic, diagnostic, and therapeutic dental

services to clients who have written certification from a physician of a diagnosis of HIV disease or AIDS.

(1) Units of service is defined as reimbursement for oral health treatment services based on the number of diagnostic dental procedures, prophylactic dental procedures and dental procedures (procedures are calculated as number of procedures).

(2) Number of clients is documented using the number of unduplicated clients within a given contract period.

E. Providing a minimum of ENTER NUMBER OF CLIENTS IN WORDS (ENTER NUMERICAL CLIENTS) unduplicated clients.

(1) Providing a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) diagnostic dental procedure units as determined by individual client need.

(2) Providing a minimum of ENTER NUMBER OF CLIENTS IN WORDS (ENTER NUMERICAL CLIENTS) unduplicated clients with prophylactic dental procedure units at least once annually;

(3) Providing a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) dental procedures as determined by individual client need.

F. Providing medication appropriate to oral health care services including all currently approved drugs for HIV related oral manifestations and if necessary, referring client for appropriate medication. Referrals for appropriate medication

may not be charged hereunder. Drug treatment shall be provided in accordance with the Food and Drug Administration drug approval guidelines unless the drug treatment is part of a formally approved research program with informed consent.

G. Providing or referring clients, as needed, to health specialists including, but not limited to, periodontists, endodontists, oral surgeons, oral pathologists, oral medicine practitioners, and registered dietitians.

H. Maintaining individual client dental records in accordance with current standards.

I. Complying with infection control guidelines and procedures established by the California Occupation Safety and Health Administration (Cal-OSHA).

J. Performing Client Registration/Intake: All clients who request or are referred to HIV oral health services are required to complete the client intake process. Client intake determines eligibility if a person is eligible for oral health services and includes demographic data, emergency contact information, next of kin and eligibility documentation. The intake process also acquaints the client with the range of services offered and deterrnines the potential client's interest in such services. Client intake shall be completed during the first contact with the potential client. Contractor shall maintain a client record for each eligible client receiving oral health care services. Required intake information, forms, and eligibility documentation shall be maintained within the client's record.

(1) Required Intake Forms: Contractor shall develop the following forms in accordance with State and local guidelines. Completed forms,

signed and dated by the client, are required for each client, including:

(a) Release of Information (must be updated annually). New forms must be added for those individuals not listed on the existing Release of Information. Specification should be made about what type of information can be released.

(b) Limits of Confidentiality;

(c) Consent to Receive Services;

(d) Client Rights and Responsibilities;

(e) Client Grievance Procedures;

(f) Verification of HIV diagnosis.

(2) Required Eligibility Documentation: Contractor shall obtain the following client eligibility documentation:

(a) Verification of HIV diagnosis;

(b) Verification of income;

(c) Verification of residence in Los Angeles County.

K. General Considerations: There is no justification to deny or modify dental treatment based on the fact that a client has tested positive for HIV. Further, the magnitude of the viral load is not an indicator to withhold dental treatment from the client. If, however, a client's medical condition is compromised, treatment adjustments, as with any medically compromised client, may be necessary.

There is no evidence to support the need for routine antibiotic coverage to

prevent bacteremia or septicemia arising from dental procedures for the HIV-infected client. When indicated, the American Heart Association guidelines for antibiotic prophylaxis for bacterial endocarditis should be followed when working with HIV infected clients. The primary care physician must be consulted before utilizing procedures likely to cause bleeding and bacteremia in HIV-infected clients with neutrophil counts below five hundred (500) cells/mm3, not already taking antibiotics as prophylaxis against opportunistic infections.

L. Evaluation: When presenting for dental services, people living with HIV shall be given a comprehensive oral evaluation including:

(1) Documentation of client's presenting complaint;

(2) Full mouth radiographs or panoramic and bite wings and selected periapical films;

(3) Complete periodontal exam or PSR (periodontal screening record);

(4) Comprehensive head and neck exam;

(5) Complete intra-oral exam, including evaluation for HIV-associated lesions;

(6) Pain assessment.

When indicated, diagnostic tests relevant to the evaluation of the client shall be performed and used in diagnosis and treatment planning. Biopsies of suspicious oral lesions should be taken; clients must be informed about the results of such tests.

In addition, full medical status information from the client's medical provider, including most recent lab work results shall be obtained and considered by the dentist. This information may assist the dentist in identifying conditions that may affect the diagnosis and management of the client's oral health. The medical history and current medication list will be updated on a regular basis to ensure all medical and treatment changes are noted.

M. Treatment Planning: In conjunction with the client, each dental provider shall develop a comprehensive, multi-disciplinary treatment plan. Treatment plans including the above-listed information will be reviewed with and signed by the client. The behavioral, psychological, developmental and physiologic strengths and limitations of the client shall be considered by the dental professional when developing the treatment plan. The ability to withstand treatment for an extended amount of time or return for sequential visits should be determined when a treatment plan is prepared or when a dental procedure is being initiated.

The client's primary reason for the visit must be considered by the dental professional when developing the dental treatment plan. Treatment priority should be given to the management of pain, infection, traumatic injury or other emergency conditions. The dentist should attempt to manage the client's pain, anxiety and behavior during treatment to facilitate safety and efficiency. The goal of treatment shall be to maintain the most optimal functioning possible.

When developing a treatment plan, the dentist shall consider:

(1) Tooth and/or tissue supported prosthetic options;

(2) Fixed prostheses, removable prostheses or a combination of these options;

(3) Soft and hard tissue characteristics and morphology, ridge relationships, occlusion and occludal forces, aesthetics and parafunctional habits;

(4) Restorative implications, endodontic status, tooth position and periodontal prognosis;

(5) Craniofacial, musculosketal relationships, including the clinically apparent status of the temporomandibular joints.

Treatment plans will include appropriate recall/follow-up schedules. A six-month recall schedule is necessary to monitor any oral changes. If the client's CD4 count is below one hundred (100), a three (3)-month recall schedule shall be considered. Treatment plans will be updated as necessary as determined by the dental provider or director of the dental program.

N. Informed Consent: As part of the informed consent process, dental professionals will discuss with the client:

(1) Appropriate diagnostic information;

(2) Recommended treatment;

(3) Alternative treatment and sources of funding;

(4) Costs (if any);

(5) Benefits and risks of treatment;

(6) Limitations of treatment based on health status and available resources.

Dental providers shall describe all options for dental treatment (including cost considerations), and allow the client to be part of the decision making process. After the informed consent discussion, clients will sign an informed consent document for all dental procedures. This informed consent process will be ongoing as indicated by the dental treatment plan.

O. Encouraging Primary Care Participation: Dentists shall play an important part in reminding clients of the need for regular primary medical care (CD4 and viral load tests every three (3) months) and encouraging clients to adhere to their medication regimens. If a client is not under the regular care of a primary care physician, he or she shall be urged to seek care and a referral to primary care will be made. If after six (6) months, a client has not become engaged in primary medical care, programs may decide to discontinue oral health services until such time that engagement has been accomplished. Clients should be made aware of this policy at time of intake into the program. Under certain circumstances, dental professionals may require further medical information or laboratory results in order to determine the safety and appropriateness of contemplated dental care. In that case, the dentist may require the information before going forward to offer the care.

P. Prevention/Early Intervention: Dental professionals shall emphasize

prevention and early detection of oral disease by educating clients about preventive oral health practices, including instruction in oral hygiene. In addition, dental professionals shall provide counseling regarding behaviors (e.g., tobacco use, unprotected oral sex, body piercing in oral structures) and general health conditions that can compromise oral health. The impact of good nutrition on preserving good oral health should be discussed. Basic nutritional counseling may be offered to assist clients in maintaining oral health; when appropriate, a referral to a registered dietitian or other qualified person should be made. Clients shall be scheduled for routine examinations and regular prophylaxis twice a year. Other procedures such as root planning/scaling will be offered as necessary, either directly or by periodontal referral.

Q. Special Treatment Considerations: Most HIV clients can be treated safely in a typical dental office or clinic. Under certain circumstances, however, modifications of dental therapy shall be considered:

(1) Bleeding tendencies may determine whether or not to recommend full mount scaling and root planning or multiple extractions in one visit. A tooth-by-tooth approach is recommended to evaluate risk of hemorrhage.

(2) In severe cases, clients may be treated more safely in a hospital environment where blood transfusions are available.

(3) Deep block injections should be avoided in clients with a recent history or laboratory results indicating bleeding tendencies.

(4) A pre-treatment antibacterial mouth rinse will reduce intraoral bacterial load, especially for those clients with periodontal disease.

(5) When salivary hypofunction is present, the client should be closely monitored for caries, periodontitis, soft tissue lesions and salivary gland disease.

(6) Fluoride supplements in the form of a rinse and/or toothpaste should be prescribed for those with increased caries and salivary hypofunction. In severe cases of Xerostomia, appropriate referral should be made to a dental professional experienced in dealing with oral mucosal and salivary gland diseases.

R. Triage/Referral/Coordination: In certain cases clients will require a higher level of oral health treatment services than a given agency is able to provide. It is incumbent upon dental health providers to refer these clients to additional providers including: periodontists, endodontists, oral surgeons, oral pathologists and oral medicine practitioners. Also vital is the coordination of oral health care with primary care medical providers. Regular contact with a client's primary care clinic will ensure integration of services and better client care.

S. Client Retention: Contractor shall strive to retain clients in oral health treatment services. A broken appointment policy and procedure to ensure continuity of service and retention is required. Follow-up can include telephone calls, written correspondence and/or direct contact, and strives to maintain a client's participation in care. Such efforts shall be documented in the progress

notes within the client's dental record.

10. PROGRAM RECORDS: Contractor shall maintain adequate health records which shall be current and kept in detail consistent with good dental and professional practice in accordance with the California Code of Regulations on each individual client. Such records include, but shall not be limited to: admission record, client interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client dental records include, but shall not be limited to: documentation of HIV disease or AIDS diagnosis; completed dental assessment signed by a licensed dental care professional; current and appropriate treatment/management plan; progress notes documenting client status, condition, and response to interventions, procedures, medications; documentation of all contacts with client including date, time, services provided, referrals given, and signature and professional title of person providing services; and documentation of consultations with and referrals to other health care providers.

11. ADDITIONAL STAFFING REQUIREMENTS: HIV/AIDS oral health care services provided hereunder shall be provided by dental care professionals who possess the applicable professional degrees and current California State licenses. Dental care staff shall include at a minimum: dentists, dental assistants, and dental hygienists. Clinical supervision shall be assigned to a licensed dentist responsible for all clinical operations.

A. Dentists: In order to be licensed in the State of California, a dentist

must complete a four-year dental program and possess either a D.D.S. or D.M.D. degree. Additionally, dentists must pass a three-part examination as well as the California jurisprudence exam and a professional ethics exam. Dentists are regulated by the Dental Board of California (http://www.dbc.ca.gov/index.html).

B. Registered Dental Assistants (RDA): In order to be licensed, RDAs must possess a diploma or certificate in dental assisting from an educational program approved by the Dental Board of California, or eighteen (18) months of satisfactory work experience as a dental assistant. Dental Assistants are regulated by the Dental Board of California (http://www.dbc.ca.gov/index.html).

C. Registered Dental Hygienists (RDH): In order to be licensed, RDHs must have been granted a diploma or certificate in dental hygiene from an approved dental hygiene educational program. Dental Hygienists are regulated by the Dental Board of California (http://www.dbc.ca.gov/index.html).

D. Prior to performing HIV/AIDS oral health care services, all dental staff will be oriented and trained in policies and procedures of the general practice of dentistry, and specifically, the provision of dental services to persons living with HIV. These training programs shall, at minimum, include:

(1) Basic HIV Information;

(2) Orientation to the office and policies related to the oral health of people living with HIV;

(3) Infection control and sterilization techniques;

(4) Methods of initial evaluation of the client living with HIV

disease;

(5) Education and counseling of clients regarding maintenance of their own health;

(6) Recognition and treatment of common oral manifestations and complications of HIV disease;

(7) Recognition of oral signs and symptoms of advanced HIV disease, including treatment and/or appropriate referral.

Providers are encouraged to continually educate themselves about HIV disease and associated oral health treatment considerations.

12. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

13. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following reports:

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING data for oral

health services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

14. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's demographic/resource data, enter service utilization data, medical and support service outcomes, record linkages/referrals to other service providers and/or systems of care and data required by OAPP to track clinical indicators and performance measures. County's system will standardize reporting, importing efficiency of billing, supporting program evaluation processes, and providing

OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

15. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit ENTER EXHIBIT LETTER, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

16. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit ENTER EXHIBIT LETTER, "Tuberculosis Exposure Control Plan for Medical Outpatient Facilities" as provided by the Los Angeles County Department of Public Health's Tuberculosis Control Program.

17. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and

recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

18. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Services Division.

19. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within ENTER EXHIBIT LETTER, "People With HIV/AIDS Bill of Rights and Responsibilities" ("Bill of Rights") document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with

Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

20. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on linkages to care and support services;

D. Track client perception of their health and effectiveness of the services received;

E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

21. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM

committee, and signed by the medical director or executive director. The implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include eight (8) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency, (quarterly, at a minimum), and required documentation (e.g., minutes, agenda, sign-in sheet, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care Model or Joint Commission, Ten (10)-Step model, etc.

D. Implementation of QM Program:

(1) Measurement of Quality Indicators – at a minimum, the agency shall collect and analyze data using the following indicators:

(a) Number and percent clients served with at least two dental prophylaxes visits during the twelve (12) month reporting period;

(b) Number and percent of clients served with a reduction in the number of teeth with dental caries during the twelve (12) month reporting period;

(c) Number and percent of clients served with a reduction in the number of teeth lost due to tooth decay during the last twelve (12) month period.

In addition, the agency can measure other aspects of care and services as needed.

(2) Development of Data Collection Method – A sampling strategy (e.g., frequency, percentage of sample size), collection method (e.g., chart audits, interviews, surveys, etc.), and data collection tool will be utilized for measuring aspects of care.

(3) Collection and Analysis of Data – Results will be reviewed and discussed by the QM committee. The findings of the data analysis are to be communicated with all program staff involved.

(4) Identification of Improvement Strategies – QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining the improvement achieved.

E. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility, and appropriateness of service and care. Feedback will also include the degree to which the service meets client's need and satisfaction. Client input shall be

discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM committee annually for continuous program improvement.

F. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievances at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the agency's QM committee for improvements of care and services. The information is to be made available to OAPP's staff during program review.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State Laws, statues, and regulations. Contractor shall furnish to OAPP, upon the occurrence, during the operation of the facility, of incidents and /or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority and to OAPP within the agency's next business day from the date of the event, pursuant to federal and State Laws, statues, and regulations. Events reported shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any client to include but not limited to client suicide, medication error, delay in treatment, and client fall;

(b) Any suspected physical or psychological abuse of any client, such as child, adult, and elderly.

(2) In addition, a written report containing the following:

(a) Client's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

H. Random Chart Audits: Sampling criteria shall be based on important aspects of care and shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less. Results of chart audits will be reported and discussed in the QM committee quarterly.

22. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objective, QM Committee, QM Selection approach);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

Incident Reporting;

E. Random Chart Audit (if applicable).

23. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

HIV/AIDS AMBULATORY/OUTPATIENT MEDICAL SERVICES,
ORAL HEALTH CARE [DENTAL] SERVICES AGREEMENT

	Budget Period ENTER TERM START DATE Through ENTER TERM END DATE
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be

utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 9

1 Agency Name: –ENTER AGENCY NAME

2 Executive Director: ENTER CONTRACTOR STAFF NAME Executive Director

3 Address of Service Delivery Site: ENTER AGENCY ADDRESS

ENTER CITY California ENTER ZIP

4 In which Service Planning Area is the service delivery site?

_____	One: Antelope Valley	_____	Two: San Fernando Valley
_____	Three: San Gabriel	_____	Four: Metro Los Angeles
_____	Five: West Los Angeles	_____	Six: South Los Angeles
_____	Seven: East Los Angeles	_____	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____	One: Supervisor Molina	_____	Two: Supervisor Ridley-Thomas
_____	Three: Supervisor Yaroslavsky	_____	Four: Supervisor Knabe
		_____	Five: Supervisor Antonovich

6 Based on the number of medical visits to be provided at this site, what percentage of your allocation is designated to this site? ENTER % TIME SPENT AT THIS SITE %

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of Oral Health Care Services Contract Goals and Objective by Service Delivery Site(s).
Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	**Unduplicated Clients**	**Procedures**	**Prophylactics**	**Diagnostic Procedures**
Service Unit	No. of Clients	No. of Procedures	No. of Procedures	No. of Unduplicated Services
Site # 1				
Site # 2				
Site # 3				
Site # 4				
Site # 5				
Site # 6				
Site # 7				
Site # 8				
Site # 9				
Site # 10				
TOTAL				

EXHIBIT ENTER EXHIBIT LETTER

ENTER AGENCY NAME

HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
MEDICAL CASE MANAGEMENT – MINORITY AIDS INITIATIVE

1. DESCRIPTION: HIV Minority AIDS Initiative (MAI) medical case management services are coordinated patient-centered activities which focus on access, utilization, retention and adherence to primary health care services for racial and ethnic minorities living with HIV/AIDS. These culturally and linguistically appropriate services are conducted by qualified registered nurse case managers who assess the patient's physical, psychosocial, environmental, and financial needs and facilitate the patient's access to, maintenance of, and adherence to primary health care and other support services. Services facilitate optimal health outcomes for people of color living with HIV/AIDS through advocacy, liaison and collaboration.

HIV/AIDS MAI medical case management services include, but shall not be limited to, the following activities:

A. Intake and comprehensive assessment of patient's available resources and needs;

B. Nursing diagnosis;

C. Nursing case management plan;

D. Development, implementation and evaluation of a nursing case management plan;

E. Individual service plan;

F. Coordination of services required to implement individual service plan;

G. Interventions on behalf of the patient;

H. Linked referrals;

I. Active, ongoing monitoring and follow-up; and

J. Periodic re-assessments of the patient's status and needs.

The MAI medical case management program utilizes available standards of care to inform their services and will operate in accordance with legal and ethical standards. Maintaining confidentiality is of critical importance and cannot be overstated. Medical case management programs must comply with the Health Insurance Portability and Accountability Act (HIPAA) standards for information disclosure.

2. PERSONS TO BE SERVED: HIV/AIDS MAI medical case management, services shall be provided to racial and ethnic minorities meeting Ryan White eligibility requirement with HIV disease or AIDS residing with Los Angeles County. Residents of the Greater Long Beach/South Bay Areas are the primary target population to be served hereunder in accordance with Attachment 1, "Service Delivery Questionnaire", attached hereto and incorporated herein by reference. Such services shall serve persons who have multiple, complex psychosocial issues that interfere with accessing, maintaining, and adhering to primary health care and other support services.

3. COUNTY'S MAXIMUM OBLIGATION: During the periods of ENTER TERM START DATE through ENTER TERM END DATE, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS MAI medical case

management services shall not exceed ENTER ALLOCATION AMOUNT IN WORDS Dollars ($ENTER ALLOCATION NUMERICAL AMOUNT).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedule ENTER SCHEDULE NUMBER. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (CARE Act) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Agreement as ENTER EXHIBIT LETTER.

Contractor shall be responsible for developing and implementing a client/patient fee system. Such system shall include, but shall not be limited to, the following components:

A. Procedures and forms used in financial screening of patients;

B. Schedule of fees;

C. Procedures and forms used in determining whether patient is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other private insurance;

D. Description of mechanism or procedures used in assisting patients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and

E. The frequency intervals of subsequent patient financial screenings.

6. CLIENT/PATIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing patient eligibility criteria. Such criteria shall include patients' HIV status, residency in Los Angeles County, and income. Verification of patient's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall prioritize delivery of services to patients who live at or below one hundred percent (100%) of the Federal poverty level and who have the greatest need for medical case management services. Patient's who live above one hundred percent (100%) of the Federal poverty level may also be eligible for services. This is dependent upon the threshold for eligibility as determined by the annual priority and allocation decisions.

B. Patient's who live above one hundred percent (100%) of the Federal proverty level may also be eligible for services. This is dependent upon the threshold for eligibility as determined by the annual priority and allocation decisions.

C. Patient's annual healthcare expenses that are paid for through use of the patient's income shall be considered deductions against the patient's income for the purposes of determining the patient's income level.

7. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder located at: ENTER SERVICE DELIVERY SITE ADDRESS(ES).

Contractor shall request approval from Office of AIDS Programs and Policy (OAPP) in writing a minimum of thirty (30) days before terminating services at such location and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to OAPP for approval at least thirty (30) days prior to implementation.

8. SERVICES TO BE PROVIDED: During each period of this Agreement, Contractor shall provide such services as required by OAPP, including, but shall not be limited to the following activities:

A. Contractor shall ensure that each Full Time Equivalent (FTE) nurse case manager maintains a minimum caseload of ENTER NUMBER OF PATIENTS IN WORDS (ENTER NUMERICAL PATIENTS) unduplicated patients.

For any changes in the patient caseload during the term of this Agreement, Contractor shall submit written request, including a narrative justification for such change, to OAPP for review and approval at least thirty (30) days prior to desired implementation.

B. Contractor shall provide a minimum of ENTER NUMBER OF HOURS IN WORDS (ENTER NUMERICAL HOURS) hours of patient Intake and Comprehensive Assessment activities for a minimum of ENTER NUMBER OF PATIENTS IN WORDS (ENTER NUMERICAL PATIENTS) unduplicated patients.

C. Contractor shall provide a minimum of ENTER NUMBER OF HOURS IN WORDS (ENTER NUMERICAL HOURS) hours of service plan development activities for a minimum of ENTER NUMBER OF PATIENTS IN WORDS (ENTER NUMERICAL PATIENTS) unduplicated patients.

D. Contractor shall provide a minimum of ENTER NUMBER OF HOURS IN WORDS (ENTER NUMERICAL HOURS) hours for ISP implementation, monitoring, and follow-up activities for a minimum of ENTER NUMBER OF PATIENTS IN WORDS (ENTER NUMERICAL PATIENTS) unduplicated patients.

E. Contractor shall ensure that all patients receiving medical case management services are linked to HIV/AIDS primary health care services and other services. Contractor shall provide a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) referrals. Contractor shall provide a minimum of ENTER NUMBER OF GOALS IN WORDS (ENTER NUMERICAL GOALS) linked referrals. Documentation of all referrals and linked referrals shall be updated on an ongoing basis utilizing the County's data management system - Referral Module.

9. DIRECT SERVICES: During each period of this Agreement, Contractor shall provide HIV/AIDS MAI medical case management services to eligible patients in

accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the Los Angeles County Commission on HIV for Case Management Standards of Care, the OAPP Case Management Protocol, and the terms of this Agreement. Services include:

A. Contractor shall promote the availability of medical case management services for persons with HIV/AIDS among HIV testing sites, HIV/AIDS primary health care providers, and other support service organizations.

(1) Patient Intake and Comprehensive Assessment:

(a) Patient intake determines if a person is eligible to register as a case management patient. If the person is registered as a case management patient, the nurse case manager will initiate a patient record to include:

(i) Demographic data;

(ii) Emergency and/or next of kin contact information; and

(iii) Eligibility documentation.

(b) Patient intake shall consist of the following required documentation to be initiated prior to service provision and to be maintained within the patient record:

(i) Written documentation of HIV/AIDS diagnosis;

(ii) Verification of County of Los Angeles residency;

(iii) Verification of patient's financial eligibility for services;

(iv) Date of intake;

(v) Patient name, home address, mailing address, and telephone number;

(vi) Emergency and/or next of kin contact name, home address, and telephone number;

(vii) Signed and dated Release of Information updated annually (a new form must be initiated if there is a need for communication with an individual not listed in/on the current Release of Information);

(viii) Signed and dated Limits of Confidentiality in compliance with State and Federal Law;

(ix) Signed and dated Consent to receive case management services;

(x) Signed and dated Patient's Rights and Responsibilities; and

(xi) Signed and dated Grievance Procedures.

(2) Comprehensive Assessment is a cooperative and interactive face-to-face interview process during which the patient's medical, physical, psychosocial, environmental, and financial strengths, needs, and available resources are identified and evaluated. The comprehensive

assessment shall be completed within thirty (30) days of the initiation of medical case management services and entered into the County's data management system. A comprehensive reassessment shall be conducted when there are significant changes in the patient's status, when the patient has left and re-entered the case management program, or at a minimum, once per year. Information obtained from the comprehensive assessment/reassessment shall be used to develop or update/revise the patient's Individual Service Plan (ISP).

Comprehensive assessments/reassessments shall, at a minimum, consist of the following required documentation to be maintained within the patient record:

(a) Date of assessment/reassessment;

(b) Signature and title of staff person conducting assessment/reassessment;

(c) Patient's strengths, needs, and available resources in the following areas:

(i) Medical/health care;

(ii) Medications;

(iii) Adherence issues;

(iv) Physical health;

(v) Mental health;

(vi) Substance use and substance use treatment;

(vii) Nutrition/food;

(viii) Housing and living situation;

(ix) Family and dependent care issues;

(x) Transportation;

(xi) Language/literacy skills;

(xii) Cultural factors;

(xiii) Religious/spiritual support;

(xiv) Social support system;

(xv) Financial;

(xvi) Employment;

(xvii) Education;

(xviii) Legal;

(xix) Risk behaviors and HIV prevention issues;

(xx) Identified resources/referrals to assist patient in areas of need; and

(xxi) Patient's acuity level and date of acuity level assessment.

(3) Patient's acuity level shall be ascertained utilizing all components of the psychosocial assessment and shall be based on patient's level of functioning and/or current needs of the patient. Patients with multiple and/or complex unmet needs shall be assigned a "high" acuity level. Patients entering into medical case management services

whose acuity level have not yet been determined and patients transitioning out of medical case management services shall be considered "transitional". Patients who are not at "high" acuity or "transitional" shall be referred to other sources of care.

(a) For patients at high acuity, acuity level shall be reassessed by the nurse case manager in conjunction with the patient on an ongoing basis and updated as needed, but not less than once per year. For transitional patients, acuity level shall be reassessed by the case manager in conjunction with the patient on an ongoing basis and updated as needed. Within six (6) months, transitional patients shall be assessed as having multiple and/or complex unmet needs and determined to be at high acuity or shall be transitioned out of the case management program with appropriate referrals.

(b) Documentation of acuity level assessments signed and dated by the nurse case manager shall indicate patient's acuity level and be maintained within each patient record. For transitional patients, documentation of acuity level assessment shall also reflect that they are transitioning in or out of case management services.

B. Individual Service Plan (ISP): the ISP determines the course of action in conjunction with the patient, including goals to be reached as a result of case

management services provided. An ISP shall be developed for each patient within two (2) weeks of the Comprehensive Assessment/Reassessment. ISPs shall be based on assessment/reassessment information, developed in conjunction with the patient, and shall be updated on an ongoing basis, but not less than once every six (6) months.

(1) ISPs shall include, but not be limited to, the following required documentation to be maintained within the patient record:

(a) Name of patient and case manager;

(b) Date and signature of the case manager;

(c) Date and signature of the patient on initial ISPs and not less than once every six (6) months on subsequent ISPs;

(d) Description of patient goals (i.e., desired outcomes) and date goals were established;

(e) Steps to be taken by the patient;

(f) Case manager, and others to accomplish goals;

(g) Timeframe by which goals are expected to be met; and

(h) Disposition of each goal as it is met, changed, or determined to be unattainable.

(2) Contractor shall ensure that the case manager continues to address and document existing and newly identified Individual Service Plan goals.

C. Implementation of Individual Service Plan, Monitoring and Follow-Up: These activities shall involve ongoing contact and interventions with or on behalf of the patient to achieve the goals of the ISP, evaluate whether services are consistent with the ISP, and determine if any changes in the patient's status require updates to the ISP and service delivery. Additionally, these activities shall ensure that referrals are completed and services are obtained in a timely, coordinated manner. Contractor shall ensure the following:

(1) Nurse case manager shall monitor changes in the patient's condition or circumstances, update/revise the ISP, and provide appropriate interventions and linked referrals.

(2) Nurse case manager shall ensure that care is coordinated among patient, caregiver(s), and service providers.

(3) Nurse case manager shall conduct ongoing monitoring and follow-up with patient and/or provider to confirm completion of referrals, services acquisition, maintenance of services, and adherence to services.

(4) Nurse case manager shall actively assist patient in resolving barriers to completing referrals and accessing, maintaining, and adhering to services.

(5) Nurse case manager shall actively follow-up on the established goals in the ISP to evaluate patient's progress in achieving goals and to determine whether care and support services are still appropriate, being completed, and/or still needed.

(6) Nurse case manager shall maintain ongoing contact with all patients. Such contacts shall be made at a minimum of once per month and shall include at least one (1) face-to-face contact every three (3) months.

(7) Nurse case manager shall actively follow-up with patients who have missed a case management appointment within twenty-four (24) hours of broken appointment. If follow-up activities are not appropriate or can not be conducted within the twenty-four (24) hour time period, case manager shall document reason(s) follow-up was delayed.

(8) Within six (6) months, transitional patients shall be reassessed to determine whether they have multiple and/or complex unmet needs warranting a high acuity level, or shall be transitioned out of the case management program with referrals to other sources of care and support, as appropriate.

(9) Implementation of ISP, Monitoring, and Follow-Up shall consist of a current dated and signed progress notes to be maintained within the patient record. The progress notes include, but shall not be limited to:

(a) Description of all patient contacts, attempted contacts, and actions taken on behalf of the patient;

(b) Date and type of contact;

(c) Description of what occurred during contact;

(d) Changes in the patient's condition or circumstances;

(e) Progress made towards achieving the goals identified in the ISP;

(f) Barriers identified in completing ISP goals and actions taken to resolve these barriers;

(g) Linked referrals and interventions provided;

(h) Current status and results of linked referrals and interventions;

(i) Barriers identified in completing linked referrals and actions taken to resolve these barriers;

(j) Time spent with, or on behalf of, patient; and

(k) Case manager's signature and professional title.

D. Nursing Case Management Plan: A nursing case management plan is an individualized service plan to be completed within seven days of finalizing the nursing assessment. The nursing case management plan is based on the following:

(1) Purpose for the referral to medical case management services;

(2) Medical diagnosis;

(3) Nursing diagnosis;

(4) Age;

(5) Medical history;

(6) Support systems;

(7) Geographic location;

(8) Sources of funding and financial support.

The patient will be an active participant in developing the nursing case management plan. All interested parties should agree to the plan before beginning implementation. Nursing case management plans will include:

(1) Name of patient and nurse case manager;

(2) Date and signature of nurse case manager;

(3) Date and signature of the patient;

(4) Description of flexible short- and long-term patient goals;

(5) Desired, outcomes and dates of goal establishment;

(6) Steps to be taken by patient, nurse case manager and others to accomplish goals;

(7) Timeframe by which goals are expected to be met;

(8) Number and type of patient contacts based on service plan needs as follows:

(a) Intense Contact - one (1) face to face and at least four (4) telephone patient or service-related contacts per month;

(b) Intermediate Contact - one (1) face to face contact every three (3) months and at least one (1) telephone patient or service-related contact per month;

(c) Concrete recommendations on how to implement nursing case management plan contingencies for anticipated problems or complications.

E. Case Closure: Case closure is a systematic process for disenrolling patients from active medical case management services. This process includes formally notifying patients of pending case closure and completing a case closure summary which shall be maintained in each patient record. Case closure may occur for the following reasons:

(1) Patient relocation outside of the Contractor's service area;

(2) ISP goals were met and patient needs were resolved;

(3) Continued non-adherence to ISP;

(4) Inability to contact patient;

(5) Patient incarceration;

(6) Voluntary termination of services by patient;

(7) Unacceptable patient behavior; or

(8) Patient death.

Case closure summary shall consist of the following required documentation to be maintained within the patient record:

(1) Date and signature of the case manager;

(2) Date of case closure;

(3) Acuity level assessment at time of case closure;

(4) Status of the ISP;

(5) Status of primary health care and support services utilization, referrals provided, reason(s) for disenrollment and criteria for re-entry into case management services. As appropriate, case closure summary shall include a plan for patient's continued success and ongoing resources to be utilized. If the patient drops out of service without notice, the case manager shall document attempts to contact the patient, including written correspondence and results of these attempts. Case closure summaries shall be reviewed, approved, and signed and dated by the clinical supervisor.

10. PROGRAM RECORDS: Contractor shall maintain patient program records and each patient program record shall include, but not be limited to the following:

A. Documentation of HIV/AIDS diagnosis;

B. Verification of County of Los Angeles residency;

C. Verification of patient's financial eligibility for services;

D. Patient demographic information;

E. A current and appropriate assessment including date and signature of staff conducting assessment;

F. A current and appropriate individual service plan including staff's and patient's signature or documentation noting the patient's acceptance of the plan;

G. Progress notes documenting referrals provided and interventions made on behalf of the patient;

H. Progress notes documenting results of referrals;

I. Interventions, and status of the service plan;

J. Documentation of case closure activities; and

K. Documentation of all contacts with and actions taken on behalf of the patient including:

(1) Date;

(2) Time spent;

(3) Type of contact;

(4) What occurred during contact; and

(5) Signature and title of person providing contact.

L. Documentation of multidisciplinary case conferences shall include, but not be limited to:

(1) Date of case conference;

(2) Name, title, and initials of case conference participants;

(3) Psychosocial issues and concerns identified;

(4) Description of guidance provided and/or follow-up plan; and

(5) Results of implementing guidance/follow-up ;(Documentation of case conferences shall be maintained within each family record.)

M. Documentation of clinical supervision of case managers;

N. Documentation of staff/volunteer training.

11. ADDITIONAL SERVICE REQUIREMENTS:

A. Contractor shall develop and implement a broken appointment policy and procedure to ensure patient retention and continuity of services. Follow-up

of broken appointments may consist of telephone calls, written correspondence, direct contact, or may involve all of the above in a concerted effort to maintain the patient in care. These interventions shall be documented within the patient record.

B. Contractor shall obtain written approval from OAPP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such forms and procedures to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, forms and procedures include, but shall not be limited to:

(1) Intake/assessment;

(2) Release of information;

(3) Consent for medical case management services;

(4) Limits of confidentiality;

(5) Patient rights and responsibilities; and

(6) Grievance procedures.

D. Outreach: Programs providing HIV medical case management services will conduct outreach to educate potential patients, HIV services providers and other supportive service organizations about the availability and benefits of medical case management services for people living with HIV within

Los Angeles County. Programs will work in collaboration with HIV primary health care and support services providers, as well as HIV testing sites.

E. Referral and Coordination of Care: Programs providing case management, medical services will demonstrate active collaboration with other agencies to provide referrals to the full spectrum of HIV-related services. Contractor will develop written procedures and protocols for referring patients to other health and social services. Referral systems must include a process for tracking and monitoring referrals and their results.

F. Clinical Supervision: Supervision is required of all medical case managers in order to provide guidance and support. Patient-care related supervision will be provided for all case managers at a minimum of four (4) hours per month. Such patient-care related supervision may be conducted in individual or group/multidisciplinary team case conference formats. Supervision will be provided by the Nursing Executive, Nursing Supervisor or Nursing Director in collaboration with the medical team and Medical Director/HIV Specialist.

Patient-care related supervision will address patients' medical and psychosocial issues and concerns, provide general clinical guidance and help to develop follow up plans for nurse case managers. Supervision will assist in problem-solving related to patients' progress towards goals detailed in the nursing case management plan and to ensure that high quality medical case management services are being provided.

Clinical supervision activities include, but shall not be limited to:

(1) Discussion of selected patients in an individual setting (i.e., case manager and clinical supervisor);

(2) Group case conference (i.e., case manager, case management peers, and clinical supervisor); or

(3) Multidisciplinary team case conference (i.e., multidisciplinary team, including nurse case manager and clinical supervisor) to assist in problem-solving related to patients' progress towards ISP goals and to ensure that professional guidance and high quality case management services are being provided.

Contractor shall conduct clinical supervision activities that ensure each active patient is discussed at a minimum of one (1) time per six (6) month period. For each patient discussed, the clinical supervisor shall address the identified psychosocial issues and concerns, provide appropriate clinical guidance and case management follow-up plan, and verify that clinical guidance provided and follow-up plan has been implemented.

Clinical supervision shall include the following required documentation to be maintained within the patient record:

(1) Date of clinical supervision;

(2) Indication of clinical supervision and type of setting (i.e., individual; group case conference; multi-disciplinary team case conference);

(3) Name, title, and initials of clinical supervision participants;

(4) Psychosocial issues and concerns identified;

(5) Description of clinical guidance provided and case management follow-up plan;

(6) Verification that the clinical guidance provided and follow-up plan have been implemented; and

(7) Clinical supervisor's name, professional title and signature.

12. CASE CONFERENCE: Contractor shall ensure that each nurse case manager participates in group and/or multidisciplinary team case conferences. Case conferences may be conducted in accordance with clinical supervision requirements (See CLINICAL SUPERVISION Paragraph of this Agreement) or independently from such requirements. Case conferences conducted independently from clinical supervision requirements are discussions of selected patients among case management staff and/or multidisciplinary team to assist in problem-solving related to patients' progress towards ISP goals.

Case conferences conducted independently from clinical supervision requirements shall include, but not be limited to, the following required documentation to be maintained within the patient record:

A. Date of case conference;

B. Notation that case conference is independent from clinical supervision;

C. Name, title, and initials of case conference participants;

D. Psychosocial issues and concerns identified;

E. Description of guidance provided and/or case management follow-up plan; and

F. Results of implementing guidance/follow-up.

13. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of the medical case management program.

A. Patient Record Reviews: Determines and assess whether required documentation is completed properly, in a timely manner and secured within patient records. Patient record review shall consist of the following required documentation:

(1) Checklist of required documentation signed and dated by the individual conducting the record review;

(2) Written documentation identifying steps to be taken to rectify missing or incomplete documentation; and

(3) Date of resolution of required documentation omission.

Patient record reviews shall be maintained within each patient record. All active case management patient records shall be reviewed at a minimum of once per year.

B. Preparation and submission of reports in accordance with the REPORTS Paragraph of this Exhibit.

C. Staff Development and Enhancement Activities: Contractor shall provide and/or allow access to ongoing staff development of case management

staff. Staff development and enhancement activities include, but shall not be limited to:

(1) Trainings and/or in-services related to case management issues and HIV/AIDS, including OAPP's Case Management Re-certification Program.

(2) Staff development and enhancement shall consist of the following required documentation:

(a) Date, time, and location of function and function type;

(b) Name of staff attending function;

(c) Name of sponsor or provider of function;

(d) Training outline; and

(e) Meeting agenda and/or minutes.

Verification of participation in staff development and enhancement activities shall be maintained in each personnel record.

14. STAFF REQUIREMENTS:

A. Case Manager Qualifications: At minimum, all medical case management staff will possess the ability to provide linguistically and culturally age-appropriate care to people living with HIV and complete documentation as required by their positions. Case management staff will complete an agency-based orientation before providing services. Staff will also be trained and oriented regarding patient confidentiality and HIPAA regulations. Nurse case managers will be Registered Nurses in good standing and licensed by

the California Board of Registered Nursing, A Registered Nurse providing case management services must be a graduate of an accredited nursing program with a bachelor's (BSN) or two year nursing associate's degree. Prior to employment, BSNs and RNs with associate degrees must have practiced one year in an HIVIAIDS clinic setting providing direct care to HIV+patients (see: Association of Nurses in AIDS Care www.anacnet.orq). The Registered Nurse must practice within the scope of practice defined in the California Business & Professional Code, Section 2725 RN Scope of Practice (www.rn.ca.aov). Nurse case managers will practice in accordance with applicable state and federal regulations. Nurse case managers will uphold the Code of Ethics for Nurses with Interpretive Statements (2001: ANA Board of Directors and Congress of Nursing Practice and Economics). Additionally, medical case managers will comply with special Codes of Ethics or HIVIAIDS Policies from their national professional associations (see www.nursinsworld.orq for ANA Position Statements and www.anacnet.orq for Policy Position Statements and Resolutions.)

All Nurse case managers will successfully complete OAPP's Case Management certification Training within three months of being hired and all Recertifications and requisite required trainings (as appropriate). In addition, nurse case managers are required to attend an annual one-hour training briefing on available public private benefits and available benefits specialty

services. RNs are encouraged to pursue registration as an AIDS Certified Registered Nurse offered by the Association of Nurses in AIDS Care and the HIV/AIDS Nursing Certification Board (see www.anacnet.org).

B. Clinical Supervisor: Case managers providing services hereunder (including any or all staff with a case management caseload) shall be clinically supervised by the Nursing Executive, Nursing Supervisor or Nursing Director in collaboration with the medical team and Medical Director HIV Specialist.

15. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. (See ADDITIONAL PROVISIONS section for more information).

16. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by OAPP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD PATIENT LEVEL REPORTING Data for medical case management services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as

specified on the monthly report form and be transmitted, mailed, or delivered to Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-annual Reports: As directed by OAPP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by OAPP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by OAPP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

17. COUNTY MANAGEMENT DATA SYSTEM: Contractor shall utilize County's data management system to register patient's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes, and provide OAPP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission

requirements.

18. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit ENTER EXHIBIT LETTER "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

19. TUBERCULOSIS CONTROL: Contractor shall adhere to Exhibit ENTER EXHIBIT LETTER, "Tuberculosis Exposure Control Plan for Medical Outpatient Facilities" as provided by the Los Angeles County Department of Public Health's Tuberculosis Control Program.

20. EMERGENCY AND DISASTER PLAN: Contractor shall submit to OAPP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and

work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

21. EMERGENCY MEDICAL TREATMENT: Patients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Office of AIDS Programs and Policy, Clinical Services Division.

22. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit ENTER EXHIBIT LETTER, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights) document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care Services provider sites, and disseminate it to all patients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to OAPP, upon request, that

Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

23. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

G. Identify leadership and accountability of the medical director or executive director of the program;

H. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

I. Focus on linkages to care and support services;

J. Track patient perception of their health and effectiveness of the service received.

K. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.

24. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop **one (1)** agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. Contractor shall submit to OAPP within sixty (60) days of the receipt of this fully executed Agreement its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The

implementation of the QM plan will be reviewed by OAPP staff during the QM program review. The written QM plan shall at a minimum include the following eight (8) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The QM plan shall describe the purpose of the Quality Management Committee, its composition (e.g., executive director, medical director, quality improvement manager/coordinator, program director, and program staff), meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, so long as the already existing advisory committee's composition and activities conform to QM program objectives.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA), Chronic Care Model, Joint Commission or Ten (10)-Step model, etc.

D. Implementation of QM Program:

(1) Measurement of Quality Indicators - at a minimum, Contractor shall collect and analyze data for the following indicators:

(a) Number and percent of patients served with improved or stable CD4 count during the twelve (12) month reporting period.

(b) Number and percent of patients served with decreased or undetectable viral load during the twelve (12) month reporting period.

In addition, the agency can measure other aspects of HIV/AIDS care and prevention services as needed.

(2) Development of Data Collection Method - to include sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., chart abstraction, interviews, surveys, etc.), and creation of a data collection tool.

(3) Collection and Analysis of Data - results shall be reviewed and discussed by the QM committee. The findings of the data analysis shall be communicated with all program staff involved.

(4) Identification of Improvement Strategies - QM committee shall be responsible for identifying improvement strategies, tracking progress, and sustaining achieved improvement.

E. Patient Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from patients regarding the accessibility and appropriateness of service and care. Feedback will also include the degree to which the service meets patient needs and satisfaction. Patient input shall be discussed in the agency's QM committee on a regular basis for the enhancement of service delivery. Aggregate data is to be reported to the QM Committee annually for continuous program improvement.

F. Patient Grievance Process: Contractor shall establish policies and procedures for addressing and resolving patient's grievance at the level closest to the source within agency. Grievance data is to be tracked, trended, and reported to the committee for improvements in care and services. The information is to be made available to OAPP's staff during program review.

G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to OAPP Executive Office, upon the occurrence, during the operation of the facility, incidents and/or sentinel events specified as follows:

(1) A report shall be made to the appropriate licensing authority, and OAPP within the agency's next working day during its normal business hours or as required by federal and State laws, statues, and regulations. Events reported shall include the following:

(a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any patient to include but shall not be limited to patient suicide, medication error, delay in treatment, and patient fall;

(b) Any suspected physical or psychological abuse of any patient, such as child, adult, and elderly.

(2) In addition, a written report containing the information specified shall be submitted to appropriate agency and OAPP immediately following

the occurrence of such event. Information provided shall include the following:

(a) Patient's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

H. Random Chart Audit: Sampling criteria shall be based on important aspects of care and shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less. Results of chart audits shall be reported and discussed in the QM committee quarterly.

26. QUALITY MANAGEMENT PROGRAM MONITORING: To determine the compliance level, OAPP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for the following components:

A. Details of the QM plan (QM Objectives, QM Committee, QM Selection Approach);

B. Implementation of the QM Program;

C. Patient Feedback Process;

D. Patient Grievance Process;

E. Incident Reporting

F. Random Chart Audit (if applicable).

27. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that patients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE ENTER SCHEDULE NUMBER

ENTER AGENCY NAME

HIV/AIDS MEDICAL CASE MANAGEMENT - MINORITY AIDS INITIATIVE

	Budget Period ENTER TERM START DATE Through ENTER TERM END DATE
Salaries	$ 0
Employee Benefits	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost	$ 0
TOTAL PROGRAM BUDGET	$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 9

1 Agency Name: –ENTER AGENCY NAME

2 Executive Director: ENTER CONTRACTOR STAFF NAME Executive Director

3 Address of Service Delivery Site: ENTER AGENCY ADDRESS

ENTER CITY California ENTER ZIP

4 In which Service Planning Area is the service delivery site?

_____	One: Antelope Valley	_____	Two: San Fernando Valley
_____	Three: San Gabriel	_____	Four: Metro Los Angeles
_____	Five: West Los Angeles	_____	Six: South Los Angeles
_____	Seven: East Los Angeles	_____	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____	One: Supervisor Molina	_____	Two: Supervisor Ridley-Thomas
_____	Three: Supervisor Yaroslavsky	_____	Four: Supervisor Knabe
		_____	Five: Supervisor Antonovich

6 Based on the number of medical visits to be provided at this site, what percentage of your allocation is designated to this site? ENTER % TIME SPENT AT THIS SITE %

SERVICE DELIVERY SITE QUESTIONNAIRE

ENTER AGENCY NAME

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Number of Medical Case Management Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Patients" will refer to the number of **unduplicated** patients

Contract Goals and Objectives	Number of Case Management Medical Follow-up Contact	Intake and Comprehensive Assessment		Service Plan Activities		ISP Implementation, Monitoring, and Follow-up Activities		Linked Referrals	
	No. of Patients	No. of Patients	No. of Hours	No. of Patients	No. of Hours	No. of Patients	No. of Hours	No. of Referrals	No. of Linked Referrals
Site # 1									
Total									

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT

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ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT
COST REIMBURSEMENT AND FEE FOR SERVICE

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. ADMINISTRATION OF AGREEMENT – COUNTY

A. County's Program Director: The responsibilities of the County's Program Director includes, but are not limited to:

(1) Ensuring that the objectives of this Agreement are met, and

(2) Providing direction to the Contractor in areas relating to County policy, information requirements, and procedural requirements.

B. County's Program Supervisor: The responsibilities of the County's Program Supervisor includes, but are not limited to:

(1) Overseeing the day-to-day administration of this Agreement.

(2) The County's Program Supervisor reports to the County's Program Director: The County's Program Supervisor is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

C. County's Program Manager: The responsibilities of the County's Program Manager includes, but are not limited to:

(1) Meeting with the Contractor's Program Manager on a regular basis; and

(2) Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

(3) The Program Manager reports to the County's Program Supervisor. The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3. ADMINISTRATION OF AGREEMENT – CONTRACTOR:

A. Contractor's Program Director/Manager/Coordinator (hereafter collectively "Contractor's Program Manager"): The responsibilities of the Contractor's Program Manager includes, but are not limited to:

(1) The Contractor shall notify the County in writing of any change in the name and/or address of the Contractor's Program Manager.

(2) The Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Program Manager on a regular basis.

B. Approval of Contractor's staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder

and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Program Manager.

4. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Office of AIDS Programs and Policy ("OAPP"), Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If during this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

5. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following:

(1) Denying any person any service or benefit or the availability of the facility;

(2) Providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and

(5) Treating any person differently from others in determining admission, enrollment quota, eligibility, membership and/or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

B. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to:

(1) Race;

(2) Color;

(3) Religion;

(4) National origin;

(5) Ethnic group identification;

(6) ancestry;

(7) sex;

(8) Age;

(9) Condition of physical or mental handicap; or

(10) Sexual orientation;

(11) Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination.

(12) Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place,

available and open to the public, in each of Contractor's facilities where services are provided hereunder.

6. GRIEVANCE-LINE:

A. Definition: The word grievance is often used to refer to complaints, a problem, or cause for dissatisfaction or unhappiness.

B. Grievance-Line: The Grievance Line is a telephone line that can be used to provide confidential information and assistance to complainant regarding services related concerns. The line gives individuals an opportunity to voice their complaint or concern regarding HIV/AIDS. The service can be utilized by calling 1(800)-260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after hour calls will be referred to voice mail and followed-up on the next business day. This number is not intended to respond to urgent, emergent or crisis related concerns.

C. Grievance-Line Procedure:

(1) OAPP shall investigate the complaint within thirty (30) days of the receipt. Correspondence shall be sent to the complainant and to the Contractor within ten (10) days of acknowledgment of receipt.

(2) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representative may file a complaint with the Grievance-Line.

(3) The plan shall include but not be limited to when and how new clients as well as current clients and recurring are to be informed and made aware in accessing the Grievance-Line.

(4) The client/patient and/or his/her authorized representative shall receive a copy of the procedure along with the toll free contact number

(5) If the complainant is a non -OAPP related contract caller the call shall be referred to the appropriate regulatory agency.

The availability and use of this Grievance Line does not preclude a complainant (including AIDS and related conditions) from filing a complaint with the Office for Civil Rights (OCR) in San Francisco, CA by calling (415) 437-8310 (voice) or (415) 437-8311) (TDD).

7. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in

accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following:

(1) Employment;

(2) Upgrading;

(3) Emotion;

(4) Transfer;

(5) Recruitment or recruitment advertising;

(6) Layoff or termination;

(7) Rates of pay or other forms of compensation, and

(8) Selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race

(1) Color;

(2) Religion;

(3) National origin;

(4) Ethnic group identification;

(5) Ancestry;

(6) Sex;

(7) Age;

(8) Condition of physical or mental handicap, and/or

(9) Sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order verifying compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which

Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

8. FAIR LABOR STANDARDS ACT:

A. Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to:

(1) Wages;

(2) Overtime pay;

(3) Liquidated damages;

(4) Penalties;

(5) Court costs, and

(6) Attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

9. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

10. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list

during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

11. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

12. CLIENT/PATIENT ELIGIBILITY: If clients/patients are treated hereunder, client/patient eligibility for County's OAPP services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

13. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration

the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

14. PAYMENT: Where applicable, County shall compensate Contractor services hereunder on a fee for service, cost reimbursement and/or modified cost reimbursement basis for set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the fee-for-service rate(s) set out in the schedule(s) and/or the actual reimbursable net cost schedule(s) attached hereto.

(1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule(s) for the corresponding exhibit attached hereto.

(2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to Paragraph 9 of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.

(3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.

(4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costs.

B. Audit Settlements: If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment

for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this Paragraph 9, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contactor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(1) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.

C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required

to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor for units of services and/ or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.

F. In the event that Contractor's actual cost for a unit of service are less than fee for service rates fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.

G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in

writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

l. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

15. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") Under this Agreement, Contractor (also known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy

of Individually Identifiable Health Information ("Privacy Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations"). Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place. Therefore, the parties agree to the following:

A. Definition:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103, Further, Electronic Media means:

(a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or

(b) Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, include of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the

information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that:

(a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual;

(b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and © is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that

require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as sued in the body of this Agreement.

(9) "Use" or Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Term used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. Obligation of Business Associate: Permitted Uses and Disclosures of Protected Health Information:

(1) Business Associate shall Use and Disclose Protected Health Information as Use Protected Health Information; and Disclose Protected Health Information if the Disclosure is required by Law.

(2) Business Associate shall not Use of Disclose Protected Health Information for any other purpose.

C. Adequate Safeguards for Protected Health Information:

(a) Business Associate shall implement and maintain appropriate safeguards to prevent the Use of Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph.

(b) Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

D. Reporting Non-Permitted Use or Disclosure and Security Incidents shall but not limited to:

(a) Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers,

employees, agents, representatives, or subcontractors, but is not specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware.

(b) The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(2) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph. Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclose or Protected Health Information, available to the Secretary of the federal Department of Health

and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(3) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(4) Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after

receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(5) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if know, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

16. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

17. TERM AND TERMINIATION:

A. Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

B. Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cures are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

C. Disposition of Protected Health Information Upon Termination or Expiration:

(1) Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement. Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents, representatives, or subcontractors, or Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

18. RECORD HANDLING AND STORAGE:

A. All documents should be secured in the records and protected from potential damage;

B. No forms shall be destroyed or removed from the records once entered into them;

C. Records should be available only to the agency staff directly responsible for filing, charting, and reviewing, and to State and Federal representatives as required by law. They should be protected from unauthorized access; computerized or electronic records must be similarly protected and have appropriate safeguards.

D. Client records must be kept in a locked storage area, again accessible only to the agency staff directly responsible for filing, charting, and reviewing; and

E. Contractor policy shall address the manner and length of time the documents will be stored, as well as removal from storage and destruction of records. A plan shall be developed for record storage and retrieval if the organization were to close.

19. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a

record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto and nothing in the Agreement shall be deemed to limit the obligations set forth in this Paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) General Ledger;

(3) A written cost allocation plan which shall include reports; studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

C. If clients/patients are treated hereunder, financial folders clearly documenting:

(1) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance and other coverage.

(2) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

D. If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained that include but not limited to:

(1) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be

corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(2) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

(3) The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until

federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

E. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

F. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Public Health ("DPH") - OAPP, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

G. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.
Audit Settlements:

H. Federal Access to Records: If, and to the extent that, Section 1861(v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five

(5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

l. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor; Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation

reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

J. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

20. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis. Required submission of the above quarterly and monthly

reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

21. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH - OAPP one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period. In addition to the requirements of Subparagraph B.1 of Paragraph 8, COST-BASED REIMBURSEMENT, such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be

submitted within thirty (30) calendar days after such termination date to County's DPH - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

22. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof. With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

23. CONFIDENTIALITY: As health care providers, Contractor must comply with all provisions of the Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Medical/healthcare information cannot be released verbally, in writing, or copied from records without a written consent for the release of information signed by the client (or legal representative). This consent must specify the type of information to be released and to whom, and may be revoked at any time by the client (or authorized representative).

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in

accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

24. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of

contract upon which Director may suspend or County may immediately terminate this Agreement.

25. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

26. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County, as determined by County at its sole discretion and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved assignee or delegatee on any claim under this Agreement shall be deductible at County's sole discretion against the claims which Contractor may have against County.

B. Shareholders or partners, or both, of Contractor (or other equity holders of Contractor), may assign, divest, exchange, sell, or otherwise transfer any interest they may have therein. However, in the event any such assignment, divestment, exchange, sale, or other transfer, is effected in such away as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent of County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such assignment, divestment, exchange, sale, or other transfer shall be refused only if County, in its sole judgment, determines that the assignee(s), buyer(s), transferee(s), or other controlling interest party, is (are) lacking the capability, experience, or financial ability to perform all services and other work required under this Agreement. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, buyout, delegation, merger, subcontract, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of

this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

27. SUBCONTRACTING:

A. Definition: A Subcontract is an agreement entered into by the Contractor with any provider who agrees to furnish services to clients or agrees to perform any administrative or service function to fulfill the Contractor's obligation to the Department under the terms of the agreement.

B. For purposes of this Agreement, subcontracts shall be approved by County's OAPP Director or his/her authorized designee(s). Contractor's request to OAPP Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by OAPP Director before such amendment is effective.

C. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

D. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

E. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

28. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is

conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - Office of AIDS Programs and Policy (OAPP) at any time during the term of this Agreement.

30. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

31. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS: Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5) years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or, the State Department of Managed Health Care or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director, and to the State Department of Managed Health Care as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

32. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the

benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained

using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

33. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

34. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

35. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support

personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

36. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or

connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

37. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the

employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts).

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

38. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

39. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

40. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent

who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

41. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

42. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

43. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

44. GOVERNING LAWS AND JURISDICTION AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any

subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

45. RE-SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

46. NON-EXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

47. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care

essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

48. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

49. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act {(42 USC Section 653a)} and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

50. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

51. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

52. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

53. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or

offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five

(5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall

have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors."

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

55. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

56. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the porpoise of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

57. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent

possible in connection with services to be performed by Contractor under this Agreement.

58. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more

worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los

Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

59. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Contractor shall have a claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact

sheet is available on the Internet at www.babysafela.org. for printing and review purposes.

61. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Further, Contractor understands that it is County's policy to encourage all County Contractors and all of its subcontractors, providing services under this Agreement, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

62. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Attached hereto, is the required form, "CHARITABLE CONTRIBUTIONS CERTIFICATION", to be completed by the Contractor and the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

63. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated for services performed hereunder, or by any provisions of this Agreement, during any of County's future fiscal July 1 through June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

64. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding and other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have been terminated on June 30th of the prior fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
(Print)

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the

preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)